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**GENERAL AMERICAN TRANSPORTATION  
CORPORATION EQUIPMENT TRUST**

**Series 68**

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**EQUIPMENT TRUST AGREEMENT**

**Dated as of September 15, 1971**

**BY AND BETWEEN**

**IRVING TRUST COMPANY, Trustee**

**AND**

**GENERAL AMERICAN TRANSPORTATION  
CORPORATION**

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## TABLE OF CONTENTS\*

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	PAGE
PARTIES .....	1
RECITALS AND FORMS .....	2
CONSIDERATION FOR AGREEMENT .....	9

### ARTICLE ONE

#### DEFINITIONS

SECTION 1.01. Definitions .....	9
Affiliate .....	10
Business Day .....	10
Commission .....	10
Company .....	10
Corporate Trust Office .....	10
Cost .....	10
Deposited Cash .....	11
Depreciated Cost .....	11
Engineer's Certificate .....	11
Equipment .....	11
Event of Default .....	12
holder .....	12
Independent Engineer .....	12
Interest Payment Date .....	12
Investment Securities .....	12
Officers' Certificate .....	13
Opinion of Counsel .....	13
Overdue Interest Rate .....	14
Principal .....	14
Request .....	14

---

\* This Table of Contents does not constitute a part of the Agreement.

	PAGE
Responsible Officer .....	14
Serial Trust Certificates.....	14
Sinking Fund Redemption Date.....	14
Sinking Fund Trust Certificates.....	15
Trust Certificates .....	15
Trust Equipment .....	15
Trust Indenture Act of 1939.....	15
Trustee .....	15
herein, hereof, hereby, hereto, hereunder.....	15
 ARTICLE TWO TRUST CERTIFICATES AND ISSUANCE THEREOF	
SECTION 2.01. Issuance of Trust Certificates.....	15
SECTION 2.02. Interests Represented by Trust Certificates; Interest; Maturity; Denominations .....	16
SECTION 2.03. Forms of Trust Certificates and Guaranty.....	17
SECTION 2.04. Execution by Trustee.....	17
SECTION 2.05. Temporary Trust Certificates.....	17
SECTION 2.06. Characteristics of Trust Certificates.....	17
SECTION 2.07. Replacement of Lost Trust Certificates.....	19
SECTION 2.08. Legal Holidays .....	20
 ARTICLE THREE REDEMPTION OF TRUST CERTIFICATES	
SECTION 3.01. Right of Redemption and Redemption Price.....	20
SECTION 3.02. Selection of Trust Certificates for Sinking Fund Re- demption; Notice of Redemption.....	21
SECTION 3.03. Procedure for Optional Redemption of Sinking Fund Trust Certificates .....	22
SECTION 3.04. Payment of Sinking Fund Trust Certificates Called for Redemption .....	23
 ARTICLE FOUR ACQUISITION OF TRUST EQUIPMENT BY TRUSTEE; DEPOSITED CASH	
SECTION 4.01. Acquisition of Equipment by Trustee.....	23
SECTION 4.02. Payment of Deposited Cash.....	24

	PAGE
SECTION 4.03. Payment of Deficiency.....	25
SECTION 4.04. Supporting Papers .....	25

## ARTICLE FIVE

### LEASE OF TRUST EQUIPMENT TO THE COMPANY

SECTION 5.01. Lease of Trust Equipment.....	27
SECTION 5.02. Equipment Automatically Subjected.....	28
SECTION 5.03. Substituted Equipment Subject Hereto.....	28
SECTION 5.04. Rental Payments .....	28
SECTION 5.05. Termination of Lease.....	32
SECTION 5.06. Substitution and Replacement of Equipment.....	32
SECTION 5.07. Marking of Trust Equipment.....	36
SECTION 5.08. Maintenance of Trust Equipment.....	37
SECTION 5.09. Possession of Trust Equipment.....	39
SECTION 5.10. Patent Indemnity .....	40

## ARTICLE SIX

### REMEDIES IN EVENT OF DEFAULT

SECTION 6.01. Events of Default.....	41
SECTION 6.02. Remedies .....	45
SECTION 6.03. Application of Proceeds.....	46
SECTION 6.04. Waivers of Default.....	47
SECTION 6.05. Obligations of Company Not Affected by Remedies.....	48
SECTION 6.06. Company to Deliver Trust Equipment to Trustee.....	49
SECTION 6.07. Trustee to Give Notice of Default, but May Withhold Under Certain Circumstances.....	49

	PAGE
SECTION 6.08. Limitations on Suits by Holders of Trust Certificates..	50
SECTION 6.09. Unconditional Right of Holders of Trust Certificates to Sue for Principal and Interest.....	51
SECTION 6.10. Control by Holders of Trust Certificates.....	51
SECTION 6.11. Right of Court to Require Filing of Undertaking to Pay Costs .....	52
SECTION 6.12. Remedies Cumulative .....	52

## ARTICLE SEVEN

### ADDITIONAL COVENANTS AND AGREEMENTS BY THE COMPANY

SECTION 7.01. Guaranty of Company.....	53
SECTION 7.02. Discharge of Liens.....	54
SECTION 7.03. Payment of Expenses; Recording.....	54
SECTION 7.04. Further Assurances .....	55

## ARTICLE EIGHT

### LISTS OF HOLDERS OF THE TRUST CERTIFICATES AND REPORTS BY THE COMPANY AND THE TRUSTEE

SECTION 8.01. Company to Furnish Trustee Information as to Names and Addresses of Holders of the Trust Certificates....	56
SECTION 8.02. Preservation of Information; Communications to Holders of the Trust Certificates.....	56
SECTION 8.03. Reports by the Company.....	59
SECTION 8.04. Reports by the Trustee.....	60

## ARTICLE NINE

### THE TRUSTEE

SECTION 9.01. Acceptance of Trusts.....	63
SECTION 9.02. Duties and Responsibilities of the Trustee; During Default; Prior to Default.....	63
SECTION 9.03. Certain Rights of the Trustee.....	64
SECTION 9.04. Application of Rentals; Responsibility of Trustee to Insure or Record.....	65

mailed to the address of the person entitled thereto as such address shall appear on the registry books of the Trustee.

This Certificate is one of an authorized issue of Trust Certificates in an aggregate principal amount not exceeding \$50,000,000, consisting of not to exceed \$12,500,000 aggregate principal amount (hereinafter called the Serial Trust Certificates) which will mature serially in the principal amount of \$2,500,000 on September 15 in each of the years 1972 to 1976, both inclusive, and not to exceed \$37,500,000 aggregate principal amount which will mature on March 15, 1992, and issued or to be issued under the Agreement, under which certain railroad equipment leased to the Company (or cash or obligations defined in the Agreement as "Investment Securities" in lieu thereof, as provided in the Agreement) is held by the Trustee in trust for the equal and ratable benefit of the registered holders of the Trust Certificates issued thereunder. Reference is made to the Agreement (copies of which are on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof, to all of which the registered holder hereof, by accepting this Certificate, assents.

The Serial Trust Certificates are issuable as fully registered Trust Certificates in denominations of \$1,000 and any multiple of \$1,000. The several denominations of Serial Trust Certificates of the same maturity are interchangeable upon presentation thereof for that purpose at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement.

The transfer of this Certificate may be registered by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender to the Trustee at its said office of this Certificate accompanied by a written instrument of transfer, duly executed by the registered holder in person or by such attorney, in form satisfactory to the Trustee, and thereupon a new Serial Trust Certificate or Certificates of the same maturity in authorized denominations for the same aggregate principal amount

will be issued to the transferee in exchange herefor. Prior to due presentment for registration of transfer, the Trustee and the Company may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and interest and for all other purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) the principal amount represented by this Certificate may become or be declared due and payable in the manner and with the effect provided in the Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by one of its Vice Presidents, by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and to be attested by one of its Assistant Secretaries, by his signature.

Dated as of

IRVING TRUST COMPANY, *Trustee,*

by .....  
*Vice President.*

Attest:

.....  
*Assistant Secretary.*

*Sinking Fund Trust Certificates* shall mean the equipment trust certificates issued hereunder which mature in 1992.

*Trust Certificates* shall mean both the Serial Trust Certificates and the Sinking Fund Trust Certificates issued hereunder.

*Trust Equipment* shall mean all Equipment at the time subject to the terms of this Agreement.

*Trust Indenture Act of 1939* shall mean the Trust Indenture Act of 1939 as in force at the date of this Agreement as originally executed.

*Trustee* shall mean the bank or trust company hereinbefore named as the "Trustee," and, subject to the provisions of Article Nine, any successor as trustee hereunder.

The words *herein, hereof, hereby, hereto, hereunder* and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

## ARTICLE TWO

### TRUST CERTIFICATES AND ISSUANCE THEREOF

SECTION 2.01. *Issuance of Trust Certificates.* The net proceeds (excluding any premium and accrued interest, which shall be paid to the Company) of the sale of any of the Trust Certificates shall, forthwith upon the issuance thereof, be deposited in cash with the Trustee. At the same time the Company shall, if necessary, deposit with the Trustee any advance rental payable by the Company to the Trustee under Section 5.04(A)(1).

Thereupon, without waiting for the recording or filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, as the Company shall direct by Request, Trust Certificates in the aggregate principal amount so sold.



The aggregate principal amount of Serial Trust Certificates and of Sinking Fund Trust Certificates which shall be executed and delivered by the Trustee hereunder shall not exceed the amounts specified in the forms of Trust Certificates hereinbefore set forth, except as provided in Sections 2.05, 2.06, 2.07 and 3.02.

**SECTION 2.02. *Interests Represented by Trust Certificates; Interest; Maturity; Denominations.*** Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder.

The Sinking Fund Trust Certificates shall mature on the date specified in the form of Sinking Fund Trust Certificate hereinbefore set forth and shall bear interest at the rate therein specified, payable semiannually on each Interest Payment Date. The Serial Trust Certificates shall mature on the dates, and shall bear interest, payable semiannually on each Interest Payment Date to and including the respective dates on which they shall mature, at the rates per annum, as follows:

<u>Principal Amount</u>	<u>Date of Maturity</u>	<u>Interest Rate</u>
\$2,500,000	September 15, 1972	6.00%
2,500,000	September 15, 1973	6.35
2,500,000	September 15, 1974	6.75
2,500,000	September 15, 1975	7.20
2,500,000	September 15, 1976	7.45

The definitive Trust Certificates shall be in denominations of \$1,000 and any multiple thereof.

The principal of and interest on the Trust Certificates shall be payable at the Corporate Trust Office in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts; *provided, however*, that, at the option of the Trustee, payment of interest may be made by check mailed to the addresses of the persons entitled thereto as such addresses shall appear on the registry books of the Trustee.

mailed to the address of the person entitled thereto as such address shall appear on the registry books of the Trustee.

This Certificate is one of an authorized issue of Trust Certificates in an aggregate principal amount not exceeding \$50,000,000, consisting of not to exceed \$12,500,000 aggregate principal amount (hereinafter called the Serial Trust Certificates) which will mature serially in the principal amount of \$2,500,000 on September 15 in each of the years 1972 to 1976, both inclusive, and not to exceed \$37,500,000 aggregate principal amount which will mature on March 15, 1992, and issued or to be issued under the Agreement, under which certain railroad equipment leased to the Company (or cash or obligations defined in the Agreement as "Investment Securities" in lieu thereof, as provided in the Agreement) is held by the Trustee in trust for the equal and ratable benefit of the registered holders of the Trust Certificates issued thereunder. Reference is made to the Agreement (copies of which are on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof, to all of which the registered holder hereof, by accepting this Certificate, assents.

The Serial Trust Certificates are issuable as fully registered Trust Certificates in denominations of \$1,000 and any multiple of \$1,000. The several denominations of Serial Trust Certificates of the same maturity are interchangeable upon presentation thereof for that purpose at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement.

The transfer of this Certificate may be registered by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender to the Trustee at its said office of this Certificate accompanied by a written instrument of transfer, duly executed by the registered holder in person or by such attorney, in form satisfactory to the Trustee, and thereupon a new Serial Trust Certificate or Certificates of the same maturity in authorized denominations for the same aggregate principal amount

will be issued to the transferee in exchange herefor. Prior to due presentment for registration of transfer, the Trustee and the Company may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and interest and for all other purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) the principal amount represented by this Certificate may become or be declared due and payable in the manner and with the effect provided in the Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by one of its Vice Presidents, by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and to be attested by one of its Assistant Secretaries, by his signature.

Dated as of

IRVING TRUST COMPANY, *Trustee,*

by .....  
*Vice President.*

Attest:

.....  
*Assistant Secretary.*

*Sinking Fund Trust Certificates* shall mean the equipment trust certificates issued hereunder which mature in 1992.

*Trust Certificates* shall mean both the Serial Trust Certificates and the Sinking Fund Trust Certificates issued hereunder.

*Trust Equipment* shall mean all Equipment at the time subject to the terms of this Agreement.

*Trust Indenture Act of 1939* shall mean the Trust Indenture Act of 1939 as in force at the date of this Agreement as originally executed.

*Trustee* shall mean the bank or trust company hereinbefore named as the "Trustee," and, subject to the provisions of Article Nine, any successor as trustee hereunder.

The words *herein, hereof, hereby, hereto, hereunder* and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

## ARTICLE TWO

### TRUST CERTIFICATES AND ISSUANCE THEREOF

SECTION 2.01. *Issuance of Trust Certificates.* The net proceeds (excluding any premium and accrued interest, which shall be paid to the Company) of the sale of any of the Trust Certificates shall, forthwith upon the issuance thereof, be deposited in cash with the Trustee. At the same time the Company shall, if necessary, deposit with the Trustee any advance rental payable by the Company to the Trustee under Section 5.04(A)(1).

Thereupon, without waiting for the recording or filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, as the Company shall direct by Request, Trust Certificates in the aggregate principal amount so sold.

The aggregate principal amount of Serial Trust Certificates and of Sinking Fund Trust Certificates which shall be executed and delivered by the Trustee hereunder shall not exceed the amounts specified in the forms of Trust Certificates hereinbefore set forth, except as provided in Sections 2.05, 2.06, 2.07 and 3.02.

**SECTION 2.02. *Interests Represented by Trust Certificates; Interest; Maturity; Denominations.*** Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder.

The Sinking Fund Trust Certificates shall mature on the date specified in the form of Sinking Fund Trust Certificate hereinbefore set forth and shall bear interest at the rate therein specified, payable semiannually on each Interest Payment Date. The Serial Trust Certificates shall mature on the dates, and shall bear interest, payable semiannually on each Interest Payment Date to and including the respective dates on which they shall mature, at the rates per annum, as follows:

<u>Principal Amount</u>	<u>Date of Maturity</u>	<u>Interest Rate</u>
\$2,500,000	September 15, 1972	6.00%
2,500,000	September 15, 1973	6.35
2,500,000	September 15, 1974	6.75
2,500,000	September 15, 1975	7.20
2,500,000	September 15, 1976	7.45

The definitive Trust Certificates shall be in denominations of \$1,000 and any multiple thereof.

The principal of and interest on the Trust Certificates shall be payable at the Corporate Trust Office in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts; *provided, however*, that, at the option of the Trustee, payment of interest may be made by check mailed to the addresses of the persons entitled thereto as such addresses shall appear on the registry books of the Trustee.

SECTION 2.03. *Forms of Trust Certificates and Guaranty.* The Trust Certificates and the guaranty to be endorsed on the Trust Certificates by the Company as hereinafter in Section 7.01 provided shall be in substantially the forms hereinbefore set forth. The definitive Trust Certificates shall be printed in fully engraved form or lithographed or printed with steel engraved borders or partially engraved and partially printed with steel engraved borders.

SECTION 2.04. *Execution by Trustee.* The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual or facsimile signature of one of its Vice Presidents and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by the manual signature of one of its Assistant Secretaries. In case any officer of the Trustee whose signature, whether facsimile or not, shall appear on any of the Trust Certificates shall cease to be such officer of the Trustee before the Trust Certificates shall have been issued or delivered by the Trustee or shall not have been acting in such capacity on the date of the Trust Certificates, such Trust Certificates may be adopted by the Trustee and be issued and delivered as though such person had not ceased to be or had then been such officer of the Trustee.

SECTION 2.05. *Temporary Trust Certificates.* Temporary printed Trust Certificates in such form and denominations as the Company may determine with the approval of the Trustee may be issued by the Trustee, and shall be exchangeable, without charge to the holder thereof, upon surrender thereof to the Trustee, for definitive Trust Certificates when the same shall have been prepared. Until such exchange said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates.

SECTION 2.06. *Characteristics of Trust Certificates.*  
(a) The definitive Trust Certificates shall be registered, as to both principal and interest, in the name of the holder;

shall be registrable as to transfer upon presentation and surrender thereof at the Corporate Trust Office, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee; and shall be dated as of the date of this Agreement, or, if issued after the day next preceding the first Interest Payment Date, as of the Interest Payment Date next preceding the date of issue, unless issued on an Interest Payment Date, in which event they shall be dated as of the date of issue, or unless issued upon registration of transfer of or in exchange for another Trust Certificate or Certificates bearing unpaid interest from an earlier date, in which case they shall be dated as of such earlier date, and in any case shall entitle the registered holder to interest from the date thereof.

(b) The several denominations of Trust Certificates shall be interchangeable in authorized denominations of the same maturity at the Corporate Trust Office.

(c) Anything contained herein to the contrary notwithstanding, and prior to due presentment for registration of transfer, the parties hereto may deem and treat the registered holder of any Trust Certificate as the absolute owner of such Trust Certificate for all purposes and shall not be affected by any notice to the contrary.

(d) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration and registration of transfer of the Trust Certificates.

(e) For any registration of transfer or exchange the Trustee shall require the payment of a sum sufficient to reimburse it for any governmental charge connected therewith.

(f) Each Trust Certificate delivered, pursuant to any provision of this Agreement, in exchange or substitution for, or upon the registration of transfer of, the whole or

*Sinking Fund Trust Certificates* shall mean the equipment trust certificates issued hereunder which mature in 1992.

*Trust Certificates* shall mean both the Serial Trust Certificates and the Sinking Fund Trust Certificates issued hereunder.

*Trust Equipment* shall mean all Equipment at the time subject to the terms of this Agreement.

*Trust Indenture Act of 1939* shall mean the Trust Indenture Act of 1939 as in force at the date of this Agreement as originally executed.

*Trustee* shall mean the bank or trust company hereinbefore named as the "Trustee," and, subject to the provisions of Article Nine, any successor as trustee hereunder.

The words *herein, hereof, hereby, hereto, hereunder* and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

## ARTICLE TWO

### TRUST CERTIFICATES AND ISSUANCE THEREOF

SECTION 2.01. *Issuance of Trust Certificates.* The net proceeds (excluding any premium and accrued interest, which shall be paid to the Company) of the sale of any of the Trust Certificates shall, forthwith upon the issuance thereof, be deposited in cash with the Trustee. At the same time the Company shall, if necessary, deposit with the Trustee any advance rental payable by the Company to the Trustee under Section 5.04(A)(1).

Thereupon, without waiting for the recording or filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, as the Company shall direct by Request, Trust Certificates in the aggregate principal amount so sold.



The aggregate principal amount of Serial Trust Certificates and of Sinking Fund Trust Certificates which shall be executed and delivered by the Trustee hereunder shall not exceed the amounts specified in the forms of Trust Certificates hereinbefore set forth, except as provided in Sections 2.05, 2.06, 2.07 and 3.02.

**SECTION 2.02. *Interests Represented by Trust Certificates; Interest; Maturity; Denominations.*** Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder.

The Sinking Fund Trust Certificates shall mature on the date specified in the form of Sinking Fund Trust Certificate hereinbefore set forth and shall bear interest at the rate therein specified, payable semiannually on each Interest Payment Date. The Serial Trust Certificates shall mature on the dates, and shall bear interest, payable semiannually on each Interest Payment Date to and including the respective dates on which they shall mature, at the rates per annum, as follows:

<u>Principal Amount</u>	<u>Date of Maturity</u>	<u>Interest Rate</u>
\$2,500,000	September 15, 1972	6.00%
2,500,000	September 15, 1973	6.35
2,500,000	September 15, 1974	6.75
2,500,000	September 15, 1975	7.20
2,500,000	September 15, 1976	7.45

The definitive Trust Certificates shall be in denominations of \$1,000 and any multiple thereof.

The principal of and interest on the Trust Certificates shall be payable at the Corporate Trust Office in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts; *provided, however*, that, at the option of the Trustee, payment of interest may be made by check mailed to the addresses of the persons entitled thereto as such addresses shall appear on the registry books of the Trustee.

SECTION 2.03. *Forms of Trust Certificates and Guaranty.* The Trust Certificates and the guaranty to be endorsed on the Trust Certificates by the Company as hereinafter in Section 7.01 provided shall be in substantially the forms hereinbefore set forth. The definitive Trust Certificates shall be printed in fully engraved form or lithographed or printed with steel engraved borders or partially engraved and partially printed with steel engraved borders.

SECTION 2.04. *Execution by Trustee.* The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual or facsimile signature of one of its Vice Presidents and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by the manual signature of one of its Assistant Secretaries. In case any officer of the Trustee whose signature, whether facsimile or not, shall appear on any of the Trust Certificates shall cease to be such officer of the Trustee before the Trust Certificates shall have been issued or delivered by the Trustee or shall not have been acting in such capacity on the date of the Trust Certificates, such Trust Certificates may be adopted by the Trustee and be issued and delivered as though such person had not ceased to be or had then been such officer of the Trustee.

SECTION 2.05. *Temporary Trust Certificates.* Temporary printed Trust Certificates in such form and denominations as the Company may determine with the approval of the Trustee may be issued by the Trustee, and shall be exchangeable, without charge to the holder thereof, upon surrender thereof to the Trustee, for definitive Trust Certificates when the same shall have been prepared. Until such exchange said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates.

SECTION 2.06. *Characteristics of Trust Certificates.*  
(a) The definitive Trust Certificates shall be registered, as to both principal and interest, in the name of the holder;

shall be registrable as to transfer upon presentation and surrender thereof at the Corporate Trust Office, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee; and shall be dated as of the date of this Agreement, or, if issued after the day next preceding the first Interest Payment Date, as of the Interest Payment Date next preceding the date of issue, unless issued on an Interest Payment Date, in which event they shall be dated as of the date of issue, or unless issued upon registration of transfer of or in exchange for another Trust Certificate or Certificates bearing unpaid interest from an earlier date, in which case they shall be dated as of such earlier date, and in any case shall entitle the registered holder to interest from the date thereof.

(b) The several denominations of Trust Certificates shall be interchangeable in authorized denominations of the same maturity at the Corporate Trust Office.

(c) Anything contained herein to the contrary notwithstanding, and prior to due presentment for registration of transfer, the parties hereto may deem and treat the registered holder of any Trust Certificate as the absolute owner of such Trust Certificate for all purposes and shall not be affected by any notice to the contrary.

(d) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration and registration of transfer of the Trust Certificates.

(e) For any registration of transfer or exchange the Trustee shall require the payment of a sum sufficient to reimburse it for any governmental charge connected therewith.

(f) Each Trust Certificate delivered, pursuant to any provision of this Agreement, in exchange or substitution for, or upon the registration of transfer of, the whole or

which in the aggregate shall be equal to the difference between the aggregate Cost of the Trust Equipment (other than Trust Equipment subjected hereto pursuant to Section 5.06 or the last paragraph of Section 4.04) and the portion of such Cost to be provided out of the net proceeds (excluding premium and accrued interest, if any) of the sale of the Trust Certificates, the intention being that, when all such Trust Equipment shall have been delivered to the Trustee or its agent or agents, the Company shall have paid or shall pay to the Trustee, as advance rental hereunder, a sum equal to the amount by which the aggregate Cost of such Trust Equipment exceeds such net proceeds of the sale of the Trust Certificates. The Company agrees to pay such advance rental as follows:

(1) at the time of issue of Trust Certificates pursuant to Section 2.01 a sum which, when added to such net proceeds of the sale of the Trust Certificates deposited with the Trustee, will make the total sum deposited equal to the principal amount of the Trust Certificates so issued; and

(2) upon delivery of any of such Trust Equipment, a sum equal to the portion of the Cost of such delivered Trust Equipment not paid out of Deposited Cash as provided for in Section 4.02.

(B) In addition to such advance rental the Company shall pay to the Trustee, as hereinafter provided, as rental for the Trust Equipment (notwithstanding that any of the Trust Certificates shall have been acquired by the Company or shall not have been presented for payment), the following:

(1) from time to time upon demand of the Trustee (a) the necessary and reasonable expenses of the trust hereby created, including compensation and expenses provided for herein, and (b) an amount equal to any expenses incurred or loss of principal (including interest accrued thereupon at time of pur-

chase) in connection with any purchase, sale or redemption by the Trustee of Investment Securities;

(2) from time to time upon demand of the Trustee any and all taxes, assessments and governmental charges upon or on account of the income or property of the trust, or upon or on account of this Agreement, which the Trustee as such may be required to pay;

(3) (a) the amounts of the interest payable on the Trust Certificates, when and as the same shall become payable, and (b) interest at the Overdue Interest Rate from the due date, upon the amount of any instalments of rental payable under this subparagraph (3) and the following subparagraphs (4) and (5) which shall not be paid when due, to the extent legally enforceable;

(4) as a sinking fund for the Sinking Fund Trust Certificates, on or before each Sinking Fund Redemption Date, an amount in cash sufficient to redeem an aggregate principal amount of Sinking Fund Trust Certificates equal to the total amount thereof issued pursuant to Section 2.01 divided by a number equal to the original number of Sinking Fund Redemption Dates plus one. In addition, on the fifth and each subsequent Sinking Fund Redemption Date the Company may pay additional rentals to the sinking fund to redeem such greater amount, not exceeding the required sinking fund retirement for that year, of Sinking Fund Trust Certificates as the Company shall specify in a Request delivered to the Trustee at least 60 days prior to such Sinking Fund Redemption Date; and

(5) the principal of the Trust Certificates (other than those called for redemption pursuant to Section 3.01(1)) upon the maturity thereof, whether by declaration or otherwise.

*Sinking Fund Trust Certificates* shall mean the equipment trust certificates issued hereunder which mature in 1992.

*Trust Certificates* shall mean both the Serial Trust Certificates and the Sinking Fund Trust Certificates issued hereunder.

*Trust Equipment* shall mean all Equipment at the time subject to the terms of this Agreement.

*Trust Indenture Act of 1939* shall mean the Trust Indenture Act of 1939 as in force at the date of this Agreement as originally executed.

*Trustee* shall mean the bank or trust company hereinbefore named as the "Trustee," and, subject to the provisions of Article Nine, any successor as trustee hereunder.

The words *herein, hereof, hereby, hereto, hereunder* and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

## ARTICLE TWO

### TRUST CERTIFICATES AND ISSUANCE THEREOF

SECTION 2.01. *Issuance of Trust Certificates.* The net proceeds (excluding any premium and accrued interest, which shall be paid to the Company) of the sale of any of the Trust Certificates shall, forthwith upon the issuance thereof, be deposited in cash with the Trustee. At the same time the Company shall, if necessary, deposit with the Trustee any advance rental payable by the Company to the Trustee under Section 5.04(A)(1).

Thereupon, without waiting for the recording or filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, as the Company shall direct by Request, Trust Certificates in the aggregate principal amount so sold.

The aggregate principal amount of Serial Trust Certificates and of Sinking Fund Trust Certificates which shall be executed and delivered by the Trustee hereunder shall not exceed the amounts specified in the forms of Trust Certificates hereinbefore set forth, except as provided in Sections 2.05, 2.06, 2.07 and 3.02.

**SECTION 2.02. *Interests Represented by Trust Certificates; Interest; Maturity; Denominations.*** Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder.

The Sinking Fund Trust Certificates shall mature on the date specified in the form of Sinking Fund Trust Certificate hereinbefore set forth and shall bear interest at the rate therein specified, payable semiannually on each Interest Payment Date. The Serial Trust Certificates shall mature on the dates, and shall bear interest, payable semiannually on each Interest Payment Date to and including the respective dates on which they shall mature, at the rates per annum, as follows:

<u>Principal Amount</u>	<u>Date of Maturity</u>	<u>Interest Rate</u>
\$2,500,000	September 15, 1972	6.00%
2,500,000	September 15, 1973	6.35
2,500,000	September 15, 1974	6.75
2,500,000	September 15, 1975	7.20
2,500,000	September 15, 1976	7.45

The definitive Trust Certificates shall be in denominations of \$1,000 and any multiple thereof.

The principal of and interest on the Trust Certificates shall be payable at the Corporate Trust Office in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts; *provided, however*, that, at the option of the Trustee, payment of interest may be made by check mailed to the addresses of the persons entitled thereto as such addresses shall appear on the registry books of the Trustee.

SECTION 2.03. *Forms of Trust Certificates and Guaranty.* The Trust Certificates and the guaranty to be endorsed on the Trust Certificates by the Company as hereinafter in Section 7.01 provided shall be in substantially the forms hereinbefore set forth. The definitive Trust Certificates shall be printed in fully engraved form or lithographed or printed with steel engraved borders or partially engraved and partially printed with steel engraved borders.

SECTION 2.04. *Execution by Trustee.* The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual or facsimile signature of one of its Vice Presidents and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by the manual signature of one of its Assistant Secretaries. In case any officer of the Trustee whose signature, whether facsimile or not, shall appear on any of the Trust Certificates shall cease to be such officer of the Trustee before the Trust Certificates shall have been issued or delivered by the Trustee or shall not have been acting in such capacity on the date of the Trust Certificates, such Trust Certificates may be adopted by the Trustee and be issued and delivered as though such person had not ceased to be or had then been such officer of the Trustee.

SECTION 2.05. *Temporary Trust Certificates.* Temporary printed Trust Certificates in such form and denominations as the Company may determine with the approval of the Trustee may be issued by the Trustee, and shall be exchangeable, without charge to the holder thereof, upon surrender thereof to the Trustee, for definitive Trust Certificates when the same shall have been prepared. Until such exchange said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates.

SECTION 2.06. *Characteristics of Trust Certificates.*  
(a) The definitive Trust Certificates shall be registered, as to both principal and interest, in the name of the holder;



shall be registrable as to transfer upon presentation and surrender thereof at the Corporate Trust Office, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee; and shall be dated as of the date of this Agreement, or, if issued after the day next preceding the first Interest Payment Date, as of the Interest Payment Date next preceding the date of issue, unless issued on an Interest Payment Date, in which event they shall be dated as of the date of issue, or unless issued upon registration of transfer of or in exchange for another Trust Certificate or Certificates bearing unpaid interest from an earlier date, in which case they shall be dated as of such earlier date, and in any case shall entitle the registered holder to interest from the date thereof.

(b) The several denominations of Trust Certificates shall be interchangeable in authorized denominations of the same maturity at the Corporate Trust Office.

(c) Anything contained herein to the contrary notwithstanding, and prior to due presentment for registration of transfer, the parties hereto may deem and treat the registered holder of any Trust Certificate as the absolute owner of such Trust Certificate for all purposes and shall not be affected by any notice to the contrary.

(d) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration and registration of transfer of the Trust Certificates.

(e) For any registration of transfer or exchange the Trustee shall require the payment of a sum sufficient to reimburse it for any governmental charge connected therewith.

(f) Each Trust Certificate delivered, pursuant to any provision of this Agreement, in exchange or substitution for, or upon the registration of transfer of, the whole or

which in the aggregate shall be equal to the difference between the aggregate Cost of the Trust Equipment (other than Trust Equipment subjected hereto pursuant to Section 5.06 or the last paragraph of Section 4.04) and the portion of such Cost to be provided out of the net proceeds (excluding premium and accrued interest, if any) of the sale of the Trust Certificates, the intention being that, when all such Trust Equipment shall have been delivered to the Trustee or its agent or agents, the Company shall have paid or shall pay to the Trustee, as advance rental hereunder, a sum equal to the amount by which the aggregate Cost of such Trust Equipment exceeds such net proceeds of the sale of the Trust Certificates. The Company agrees to pay such advance rental as follows:

(1) at the time of issue of Trust Certificates pursuant to Section 2.01 a sum which, when added to such net proceeds of the sale of the Trust Certificates deposited with the Trustee, will make the total sum deposited equal to the principal amount of the Trust Certificates so issued; and

(2) upon delivery of any of such Trust Equipment, a sum equal to the portion of the Cost of such delivered Trust Equipment not paid out of Deposited Cash as provided for in Section 4.02.

(B) In addition to such advance rental the Company shall pay to the Trustee, as hereinafter provided, as rental for the Trust Equipment (notwithstanding that any of the Trust Certificates shall have been acquired by the Company or shall not have been presented for payment), the following:

(1) from time to time upon demand of the Trustee (a) the necessary and reasonable expenses of the trust hereby created, including compensation and expenses provided for herein, and (b) an amount equal to any expenses incurred or loss of principal (including interest accrued thereupon at time of pur-

chase) in connection with any purchase, sale or redemption by the Trustee of Investment Securities;

(2) from time to time upon demand of the Trustee any and all taxes, assessments and governmental charges upon or on account of the income or property of the trust, or upon or on account of this Agreement, which the Trustee as such may be required to pay;

(3) (a) the amounts of the interest payable on the Trust Certificates, when and as the same shall become payable, and (b) interest at the Overdue Interest Rate from the due date, upon the amount of any instalments of rental payable under this subparagraph (3) and the following subparagraphs (4) and (5) which shall not be paid when due, to the extent legally enforceable;

(4) as a sinking fund for the Sinking Fund Trust Certificates, on or before each Sinking Fund Redemption Date, an amount in cash sufficient to redeem an aggregate principal amount of Sinking Fund Trust Certificates equal to the total amount thereof issued pursuant to Section 2.01 divided by a number equal to the original number of Sinking Fund Redemption Dates plus one. In addition, on the fifth and each subsequent Sinking Fund Redemption Date the Company may pay additional rentals to the sinking fund to redeem such greater amount, not exceeding the required sinking fund retirement for that year, of Sinking Fund Trust Certificates as the Company shall specify in a Request delivered to the Trustee at least 60 days prior to such Sinking Fund Redemption Date; and

(5) the principal of the Trust Certificates (other than those called for redemption pursuant to Section 3.01(1)) upon the maturity thereof, whether by declaration or otherwise.

cast at the meeting. A record in duplicate of the proceedings of each meeting of holders of Trust Certificates shall be prepared by the secretary of the meeting, and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts, setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 11.02. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting, and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 11.07. *Call of Meeting Not to Affect Rights of Trustee and Holders of Trust Certificates.* Nothing in this Article Eleven contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of holders of Trust Certificates or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the holders of Trust Certificates under any of the provisions of this Agreement or of the Trust Certificates.

## ARTICLE TWELVE

### MISCELLANEOUS

SECTION 12.01. *Rights Confined to Parties and Holders.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, condi-

tions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates.

**SECTION 12.02. *No Recourse.*** No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any stockholder, officer or director of the Company, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, as such, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in said guaranty, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and said guaranty.

**SECTION 12.03. *Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein.*** Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Agreement (other than the issuance of Trust Certificates), the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Agreement relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with.

Each certificate or opinion provided for in this Agreement and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Agreement shall include (a) a statement that the person

making such certificate or opinion has read such condition or covenant; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether or not in the opinion of such person, such condition or covenant has been complied with.

SECTION 12.04. *Conflict of Any Provision of Agreement with Trust Indenture Act of 1939.* If and to the extent that any provision of this Agreement limits, qualifies or conflicts with another provision included in this Agreement which is required to be included herein by any of sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 12.05. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 12.06. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, 120 South Riverside Plaza, Chicago, Illinois 60680, or such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) in the case of the Trustee, One Wall Street, New York, New York 10015, Attention Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached,

shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 12.07. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 12.08. *Counterparts.* This Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 12.10. *Governing Law.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

IRVING TRUST COMPANY,

by

  
Vice President.

[CORPORATE SEAL]

Attest:

  
Assistant Secretary.

GENERAL AMERICAN TRANSPORTATION CORPORATION,

by

*J. H. Little*  
Vice President.

[CORPORATE SEAL]

Attest:

*Louis J. Fallon*  
Assistant Secretary.

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

On this 21 day of September, 1971, before me personally appeared E. J. McCABE, to me personally known, who, being by me duly sworn, says that he is a Vice President of IRVING TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

*Alfred V. Maglin*

[NOTARIAL SEAL]

ALFRED V. MAGLIN  
Notary Public, State of New York  
My Comm. Exp. 12/31/74  
My Comm. No. 123456789  
My Comm. No. 123456789  
My Comm. No. 123456789  
My Comm. No. 123456789



STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

On this day of September, 1971, before me personally appeared G. W. Rothschild, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

*Dehuss. A. Zyzanski*

My Commission Expires Dec. 29, 1973

## SCHEDULE A

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
8 Tank Cars	AAR 211A100-W-1	20,000	GATX 13940-13942, 13947-13951.
2 Tank Cars	DOT 103C-W	18,000	GATX 27500-27501.
1 Tank Car	DOT 105A300-W	4,500	GATX 50796.
128 Tank Cars	DOT 105A500-W	17,300	GATX 20330-20334, 27896-27898, 33870-33871, 35704-35706, 40352, 40358, 40367, 40372, 40374, 40376-40394, 40618-40629, 41451-41480, 56074-56077, 56080-56114, 57380-57382, 57390-57396.
20 Tank Cars	DOT 105A500-W	20,000	GATX 56054-56073.
2 Tank Cars	DOT 105A600-W	22,000	GATX 62147-62148.
4 Tank Cars	DOT 111A60-W-1	6,000	GATX 35625-35628.
5 Tank Cars	DOT 111A60-W-1	8,000	GATX 27138-27140, 56913-56914.
2 Tank Cars	DOT 111A60-W-1	15,800	GATX 27387, 27393.
175 Tank Cars	DOT 111A60-W-1	20,000	GATX 11540-11544, 14476-14477, 25093-25097, 25260-25264, 27442-27450, 27672-27679, 33821-33822, 33841-33842, 35543, 35824-35828, 39810, 39895, 40201-40245, 50021, 52085-52096, 52120, 52250-52257, 52780-52797, 54448, 55261-55291, 55474, 56033-56038, 57550-57551, 57600, 66884, 99228.
171 Tank Cars	DOT 111A60-W-1	22,000	GATX 3737-3739, 14650, 20408-20427, 25099, 25585-25589, 25592-25593, 27398-27399, 27866, 29413-29415, 33882-33887, 35631-35634, 35807-35811, 37770-37775, 41133-41134, 41136-41144, 41149-41158, 41160, 41172, 41174-41175, 41179-41187, 41189-41190, 41192-41193, 41195, 41197-41198, 52766-52771, 55475, 56140-56150, 56261-56300, 57510-57515, 57719-57725.
4 Tank Cars	DOT 111A60-W-1	23,100	GATX 52176-52178, 62276.
3 Tank Cars	DOT 111A60-W-1	23,800	GATX 52173-52175.
15 Tank Cars	DOT 111A60-W-1	26,000	GATX 25155-25169.
1 Tank Car	DOT 111A60-W-1	30,300	GATX 33304.
46 Tank Cars	DOT 111A100-W-1	8,000	GATX 34143-34147, 40025-40031, 40033, 40035, 40037, 40039-40042, 40044, 40048-40049, 56801-56824.
52 Tank Cars	DOT 111A100-W-1	10,000	GATX 40441-40444, 40447-40472, 55173-55184, 55190-55197, 55199, 55201.
47 Tank Cars	DOT 111A100-W-1	12,500	GATX 25174-25178, 57467-57508.

**SCHEDULE A — (Continued)**

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
3 Tank Cars	DOT 111A100-W-1	14,200	GATX 27284, 27286-27287.
97 Tank Cars	DOT 111A100-W-1	15,000	GATX 27275-27279, 41050-41109, 56310-56329, 65688-65699.
28 Tank Cars	DOT 111A100-W-1	15,800	GATX 35405-35409, 40401, 40403-40424.
78 Tank Cars	DOT 111A100-W-1	16,000	GATX 11668-11670, 11672-11675, 13130-13145, 13147, 13155-13165, 13593-13594, 13600, 13613-13614, 25085-25088, 25594-25596, 34105-34115, 50959-50961, 50965-50966, 57545-57548, 57646-57649, 57694-57697, 66829, 92988-92989.
487 Tank Cars	DOT 111A100-W-1	20,000	GATX 4655-4669, 11780-11781, 12626-12638, 13017-13030, 13197, 13333, 13336-13339, 17923, 19311-19330, 19646, 20002-20004, 20013-20016, 20126-20150, 21917-21918, 21975-21982, 24522-24537, 25756, 26101-26106, 27051-27075, 27080-27087, 27096-27105, 27480-27484, 27488-27493, 27499, 27519-27548, 27551-27555, 27568-27607, 27625-27638, 27640-27653, 27670, 27690-27703, 27840-27858, 27860-27864, 27890-27893, 28691-28692, 34048-34049, 34464, 35509-35512, 35514, 35521, 35816-35819, 35822, 36596, 38600-38613, 39373-39375, 39396, 39565, 39567-39568, 41551-41600, 50390, 50470-50479, 50970-50974, 51181, 52126-52140, 52181-52195, 52230-52234, 52527, 52690-52697.
13 Tank Cars	DOT 111A100-W-1	26,000	GATX 13412-13419, 13918-13920, 14700-14701.
64 Tank Cars	DOT 111A100-W-1	20,000	GATX 52698-52699, 52934, 53069-53071, 55741-55750, 56151-56154, 56200-56207, 56248-56252, 57348-57349, 57398-57399, 57552-57576, 66848-66849.
1 Tank Car	DOT 111A100-W-1	20,900	GATX 20005.
18 Tank Cars	DOT 111A100-W-1	22,000	GATX 11480-11484, 12307-12309, 41121-41130.
1 Tank Car	DOT 111A100-W-1	24,000	GATX 18698.
35 Tank Cars	DOT 111A100-W-1	26,000	GATX 13404-13408, 13410-13411, 14702-14707, 15020-15021, 27880-27886, 52260-52267, 52273-52274, 56219-56221.
2 Tank Cars	DOT 111A100-W-1	26,900	GATX 30277-30278.
20 Tank Cars	DOT 111A100-W-1	30,300	GATX 27556-27565, 29426-29430, 29524, 30264-30267.
9 Tank Cars	DOT 111A100-W-2	8,000	GATX 14780-14788.
1 Tank Car	DOT 111A100-W-2	8,700	GATX 14789.

which in the aggregate shall be equal to the difference between the aggregate Cost of the Trust Equipment (other than Trust Equipment subjected hereto pursuant to Section 5.06 or the last paragraph of Section 4.04) and the portion of such Cost to be provided out of the net proceeds (excluding premium and accrued interest, if any) of the sale of the Trust Certificates, the intention being that, when all such Trust Equipment shall have been delivered to the Trustee or its agent or agents, the Company shall have paid or shall pay to the Trustee, as advance rental hereunder, a sum equal to the amount by which the aggregate Cost of such Trust Equipment exceeds such net proceeds of the sale of the Trust Certificates. The Company agrees to pay such advance rental as follows:

(1) at the time of issue of Trust Certificates pursuant to Section 2.01 a sum which, when added to such net proceeds of the sale of the Trust Certificates deposited with the Trustee, will make the total sum deposited equal to the principal amount of the Trust Certificates so issued; and

(2) upon delivery of any of such Trust Equipment, a sum equal to the portion of the Cost of such delivered Trust Equipment not paid out of Deposited Cash as provided for in Section 4.02.

(B) In addition to such advance rental the Company shall pay to the Trustee, as hereinafter provided, as rental for the Trust Equipment (notwithstanding that any of the Trust Certificates shall have been acquired by the Company or shall not have been presented for payment), the following:

(1) from time to time upon demand of the Trustee (a) the necessary and reasonable expenses of the trust hereby created, including compensation and expenses provided for herein, and (b) an amount equal to any expenses incurred or loss of principal (including interest accrued thereupon at time of pur-

chase) in connection with any purchase, sale or redemption by the Trustee of Investment Securities;

(2) from time to time upon demand of the Trustee any and all taxes, assessments and governmental charges upon or on account of the income or property of the trust, or upon or on account of this Agreement, which the Trustee as such may be required to pay;

(3) (a) the amounts of the interest payable on the Trust Certificates, when and as the same shall become payable, and (b) interest at the Overdue Interest Rate from the due date, upon the amount of any instalments of rental payable under this subparagraph (3) and the following subparagraphs (4) and (5) which shall not be paid when due, to the extent legally enforceable;

(4) as a sinking fund for the Sinking Fund Trust Certificates, on or before each Sinking Fund Redemption Date, an amount in cash sufficient to redeem an aggregate principal amount of Sinking Fund Trust Certificates equal to the total amount thereof issued pursuant to Section 2.01 divided by a number equal to the original number of Sinking Fund Redemption Dates plus one. In addition, on the fifth and each subsequent Sinking Fund Redemption Date the Company may pay additional rentals to the sinking fund to redeem such greater amount, not exceeding the required sinking fund retirement for that year, of Sinking Fund Trust Certificates as the Company shall specify in a Request delivered to the Trustee at least 60 days prior to such Sinking Fund Redemption Date; and

(5) the principal of the Trust Certificates (other than those called for redemption pursuant to Section 3.01(1)) upon the maturity thereof, whether by declaration or otherwise.

cast at the meeting. A record in duplicate of the proceedings of each meeting of holders of Trust Certificates shall be prepared by the secretary of the meeting, and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts, setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 11.02. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting, and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 11.07. *Call of Meeting Not to Affect Rights of Trustee and Holders of Trust Certificates.* Nothing in this Article Eleven contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of holders of Trust Certificates or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the holders of Trust Certificates under any of the provisions of this Agreement or of the Trust Certificates.

## ARTICLE TWELVE

### MISCELLANEOUS

SECTION 12.01. *Rights Confined to Parties and Holders.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, condi-

tions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates.

**SECTION 12.02. *No Recourse.*** No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any stockholder, officer or director of the Company, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, as such, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in said guaranty, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and said guaranty.

**SECTION 12.03. *Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein.*** Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Agreement (other than the issuance of Trust Certificates), the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Agreement relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with.

Each certificate or opinion provided for in this Agreement and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Agreement shall include (a) a statement that the person

making such certificate or opinion has read such condition or covenant; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether or not in the opinion of such person, such condition or covenant has been complied with.

SECTION 12.04. *Conflict of Any Provision of Agreement with Trust Indenture Act of 1939.* If and to the extent that any provision of this Agreement limits, qualifies or conflicts with another provision included in this Agreement which is required to be included herein by any of sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 12.05. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 12.06. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, 120 South Riverside Plaza, Chicago, Illinois 60680, or such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) in the case of the Trustee, One Wall Street, New York, New York 10015, Attention Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached,



shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 12.07. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 12.08. *Counterparts.* This Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 12.10. *Governing Law.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

IRVING TRUST COMPANY,

by

  
Vice President.

[CORPORATE SEAL]

Attest:

  
Assistant Secretary.

GENERAL AMERICAN TRANSPORTATION CORPORATION,

by

*J. H. Little*  
Vice President.

[CORPORATE SEAL]

Attest:

*Louis J. Fallon*  
Assistant Secretary.

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

On this 21 day of September, 1971, before me personally appeared E. J. McCABE, to me personally known, who, being by me duly sworn, says that he is a Vice President of IRVING TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

*Alfred V. Foglia*

[NOTARIAL SEAL]

ALFRED V. FOGLIA  
Notary Public, State of New York  
My Comm. Exp. 12/31/74  
My Comm. Exp. 12/31/74

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

On this day of September, 1971, before me personally appeared G. W. Rothschild, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

*Dehuss. A. Zyzanski*

My Commission Expires Dec. 29, 1973

## SCHEDULE A

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
8 Tank Cars	AAR 211A100-W-1	20,000	GATX 13940-13942, 13947-13951.
2 Tank Cars	DOT 103C-W	18,000	GATX 27500-27501.
1 Tank Car	DOT 105A300-W	4,500	GATX 50796.
128 Tank Cars	DOT 105A500-W	17,300	GATX 20330-20334, 27896-27898, 33870-33871, 35704-35706, 40352, 40358, 40367, 40372, 40374, 40376-40394, 40618-40629, 41451-41480, 56074-56077, 56080-56114, 57380-57382, 57390-57396.
20 Tank Cars	DOT 105A500-W	20,000	GATX 56054-56073.
2 Tank Cars	DOT 105A600-W	22,000	GATX 62147-62148.
4 Tank Cars	DOT 111A60-W-1	6,000	GATX 35625-35628.
5 Tank Cars	DOT 111A60-W-1	8,000	GATX 27138-27140, 56913-56914.
2 Tank Cars	DOT 111A60-W-1	15,800	GATX 27387, 27393.
175 Tank Cars	DOT 111A60-W-1	20,000	GATX 11540-11544, 14476-14477, 25093-25097, 25260-25264, 27442-27450, 27672-27679, 33821-33822, 33841-33842, 35543, 35824-35828, 39810, 39895, 40201-40245, 50021, 52085-52096, 52120, 52250-52257, 52780-52797, 54448, 55261-55291, 55474, 56033-56038, 57550-57551, 57600, 66884, 99228.
171 Tank Cars	DOT 111A60-W-1	22,000	GATX 3737-3739, 14650, 20408-20427, 25099, 25585-25589, 25592-25593, 27398-27399, 27866, 29413-29415, 33882-33887, 35631-35634, 35807-35811, 37770-37775, 41133-41134, 41136-41144, 41149-41158, 41160, 41172, 41174-41175, 41179-41187, 41189-41190, 41192-41193, 41195, 41197-41198, 52766-52771, 55475, 56140-56150, 56261-56300, 57510-57515, 57719-57725.
4 Tank Cars	DOT 111A60-W-1	23,100	GATX 52176-52178, 62276.
3 Tank Cars	DOT 111A60-W-1	23,800	GATX 52173-52175.
15 Tank Cars	DOT 111A60-W-1	26,000	GATX 25155-25169.
1 Tank Car	DOT 111A60-W-1	30,300	GATX 33304.
46 Tank Cars	DOT 111A100-W-1	8,000	GATX 34143-34147, 40025-40031, 40033, 40035, 40037, 40039-40042, 40044, 40048-40049, 56801-56824.
52 Tank Cars	DOT 111A100-W-1	10,000	GATX 40441-40444, 40447-40472, 55173-55184, 55190-55197, 55199, 55201.
47 Tank Cars	DOT 111A100-W-1	12,500	GATX 25174-25178, 57467-57508.

**SCHEDULE A — (Continued)**

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
3 Tank Cars	DOT 111A100-W-1	14,200	GATX 27284, 27286-27287.
97 Tank Cars	DOT 111A100-W-1	15,000	GATX 27275-27279, 41050-41109, 56310-56329, 65688-65699.
28 Tank Cars	DOT 111A100-W-1	15,800	GATX 35405-35409, 40401, 40403-40424.
78 Tank Cars	DOT 111A100-W-1	16,000	GATX 11668-11670, 11672-11675, 13130-13145, 13147, 13155-13165, 13593-13594, 13600, 13613-13614, 25085-25088, 25594-25596, 34105-34115, 50959-50961, 50965-50966, 57545-57548, 57646-57649, 57694-57697, 66829, 92988-92989.
487 Tank Cars	DOT 111A100-W-1	20,000	GATX 4655-4669, 11780-11781, 12626-12638, 13017-13030, 13197, 13333, 13336-13339, 17923, 19311-19330, 19646, 20002-20004, 20013-20016, 20126-20150, 21917-21918, 21975-21982, 24522-24537, 25756, 26101-26106, 27051-27075, 27080-27087, 27096-27105, 27480-27484, 27488-27493, 27499, 27519-27548, 27551-27555, 27568-27607, 27625-27638, 27640-27653, 27670, 27690-27703, 27840-27858, 27860-27864, 27890-27893, 28691-28692, 34048-34049, 34464, 35509-35512, 35514, 35521, 35816-35819, 35822, 36596, 38600-38613, 39373-39375, 39396, 39565, 39567-39568, 41551-41600, 50390, 50470-50479, 50970-50974, 51181, 52126-52140, 52181-52195, 52230-52234, 52527, 52690-52697.
13 Tank Cars	DOT 111A100-W-1	26,000	GATX 13412-13419, 13918-13920, 14700-14701.
64 Tank Cars	DOT 111A100-W-1	20,000	GATX 52698-52699, 52934, 53069-53071, 55741-55750, 56151-56154, 56200-56207, 56248-56252, 57348-57349, 57398-57399, 57552-57576, 66848-66849.
1 Tank Car	DOT 111A100-W-1	20,900	GATX 20005.
18 Tank Cars	DOT 111A100-W-1	22,000	GATX 11480-11484, 12307-12309, 41121-41130.
1 Tank Car	DOT 111A100-W-1	24,000	GATX 18698.
35 Tank Cars	DOT 111A100-W-1	26,000	GATX 13404-13408, 13410-13411, 14702-14707, 15020-15021, 27880-27886, 52260-52267, 52273-52274, 56219-56221.
2 Tank Cars	DOT 111A100-W-1	26,900	GATX 30277-30278.
20 Tank Cars	DOT 111A100-W-1	30,300	GATX 27556-27565, 29426-29430, 29524, 30264-30267.
9 Tank Cars	DOT 111A100-W-2	8,000	GATX 14780-14788.
1 Tank Car	DOT 111A100-W-2	8,700	GATX 14789.

(c) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the Trust Certificates under any other provision of this Agreement or under applicable law.

SECTION 11.02. *Call of Meetings by Trustee.* The Trustee may at any time call a meeting of holders of Trust Certificates to take any action specified in Section 11.01, to be held at such time and at such place in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, as the Trustee shall determine. Notice of every meeting of the holders of Trust Certificates, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed by the Trustee at least 30 days prior to such meeting to the holders of the Trust Certificates at their last addresses appearing upon the registry books.

SECTION 11.03. *Company and Holders of Trust Certificates May Call Meeting.* In case at any time the Company, pursuant to a resolution of its Board of Directors, or the holders of at least 10% in aggregate principal amount of the Trust Certificates then outstanding, shall have requested the Trustee to call a meeting of holders of Trust Certificates to take any action authorized in Section 11.01, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed notice of such meeting within 20 days after receipt of such request, then the Company or the holders of the Trust Certificates in the amount above specified may determine the time and the place in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, for such meeting and may call such meeting by mailing notice thereof as provided in Section 11.02.

SECTION 11.04. *Persons Entitled to Vote at Meeting.*

To be entitled to vote at any meeting of holders of Trust Certificates a person shall (a) be a holder of one or more Trust Certificates or (b) be a person appointed by an instrument in writing as proxy by a holder of one or more Trust Certificates. The only persons who shall be entitled to be present or to speak at any meeting of the holders of the Trust Certificates shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 11.05. *Determination of Voting Rights; Conduct and Adjournment of Meeting.* Notwithstanding any other provisions of this Agreement, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of holders of the Trust Certificates, in regard to proof of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit. Except as otherwise permitted or required by any such regulations, the holding of Trust Certificates shall be proved in the manner specified in Section 10.02 and the appointment of any proxy shall be proved in the manner specified in said Section 10.02 or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company satisfactory to the Trustee.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by holders of the Trust Certificates as provided in Section 11.03, in which case the Company or the holders of the Trust Certificates calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the holders of a majority in principal amount

of the Trust Certificates represented at the meeting and entitled to vote.

Subject to the provisions of Section 10.03, at any meeting each holder of Trust Certificates or proxy shall be entitled to one vote for each \$1,000 principal amount of Trust Certificates held or represented by him; *provided, however*, that no vote shall be cast or counted at any meeting in respect of any Trust Certificate challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote except as a holder of Trust Certificates or proxy. Any meeting of holders of Trust Certificates duly called pursuant to the provisions of Section 11.02 or 11.03 may be adjourned from time to time, and the meeting may be held as so adjourned without further notice.

At any meeting of holders of Trust Certificates, the presence of persons holding or representing Trust Certificates in an aggregate principal amount sufficient to take action upon the business for the transaction of which such meeting was called shall be necessary to constitute a quorum; but, if less than a quorum be present, the persons holding or representing a majority in aggregate principal amount of the Trust Certificates represented at the meeting may adjourn such meeting with the same effect, for all intents and purposes, as though a quorum had been present.

SECTION 11.06. *Counting Vote and Recording Action of Meeting.* The vote upon any resolution submitted to any meeting of holders of Trust Certificates shall be by written ballots on which shall be subscribed the signatures of the holders of Trust Certificates or proxies and the serial number or numbers of the Trust Certificates held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes



or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law;

(B) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four-months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four-months' period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default as defined in Section 9.12(c) would occur within four months; or

(D) to receive payment on any claim referred to in paragraph (B) or (C), against the release of any property held as security for such claim as provided in paragraph (B) or (C), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (B), (C) and (D), property substituted after the beginning of such four-months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of the Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between the Trustee, the holders of the Trust Certificates and the holders of other

**SECTION 9.06. *Trustee Not Liable for Delivery Delays or Defects in Equipment or Title; May Perform Duties By Agents; Reimbursement of Expenses; Holding of Trust Certificates; Moneys Held in Trust.*** Except as otherwise provided in Section 9.02, the Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the manufacturers or owners thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto.

Except as otherwise provided in Section 9.02, the Trustee may perform its powers and duties hereunder by or through such attorneys, agents and servants as it shall appoint, and shall be answerable for only its own acts, negligence and wilful defaults and not for the default or misconduct of any attorney, agent or servant appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement or of the Trust Certificates (except for its own execution thereof), or for the guaranty by the Company.

The Trustee shall be entitled to receive payment of all of its expenses and disbursements hereunder, including reasonable counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by the Company.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates with the same rights which it would have if it were not Trustee.

Any moneys at any time held by the Trustee or any paying agent hereunder shall, until paid out or invested by

the Trustee or any paying agent as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates.

**SECTION 9.07. *Qualification of Trustee; Conflicting Interests.*** (a) If the Trustee has or shall acquire any conflicting interest, as defined in this Section 9.07, it shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in Section 9.09.

(b) In the event that the Trustee shall fail to comply with the provisions of Section 9.07(a) the Trustee shall, within ten days after the expiration of such 90-day period, transmit notice of such failure to the holders of the Trust Certificates in the manner and to the extent provided in Section 8.04(c) with respect to reports pursuant to Section 8.04(a).

(c) For the purposes of this Section 9.07 the Trustee shall be deemed to have a conflicting interest if:

(1) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding, unless such other indenture is a collateral trust indenture under which the only collateral consists of Trust Certificates issued under this Agreement, provided that there shall be excluded from the operation of this paragraph any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Commission and after opportunity for hearing thereon, that trusteeship under this Agreement and such other indenture or indentures is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify the Trustee from acting as such under one of such indentures;

tions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates.

**SECTION 12.02. *No Recourse.*** No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any stockholder, officer or director of the Company, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, as such, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in said guaranty, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and said guaranty.

**SECTION 12.03. *Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein.*** Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Agreement (other than the issuance of Trust Certificates), the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Agreement relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with.

Each certificate or opinion provided for in this Agreement and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Agreement shall include (a) a statement that the person

making such certificate or opinion has read such condition or covenant; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether or not in the opinion of such person, such condition or covenant has been complied with.

SECTION 12.04. *Conflict of Any Provision of Agreement with Trust Indenture Act of 1939.* If and to the extent that any provision of this Agreement limits, qualifies or conflicts with another provision included in this Agreement which is required to be included herein by any of sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 12.05. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 12.06. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, 120 South Riverside Plaza, Chicago, Illinois 60680, or such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) in the case of the Trustee, One Wall Street, New York, New York 10015, Attention Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached,

shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 12.07. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 12.08. *Counterparts.* This Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 12.10. *Governing Law.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

IRVING TRUST COMPANY,

by

  
Vice President.

[CORPORATE SEAL]

Attest:

  
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Vice President.

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[NOTARIAL SEAL]

*Alfred V. Maglin*

ALFRED V. MAGLIN  
Notary Public, State of New York  
My Comm. Expires 12/31/74  
My Comm. Expires 12/31/74

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

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[NOTARIAL SEAL]

*Dehuss. A. Zyzanski*

My Commission Expires Dec. 29, 1973



## SCHEDULE A

## DESCRIPTION OF TRUST EQUIPMENT

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28 Tank Cars	DOT 111A100-W-1	15,800	GATX 35405-35409, 40401, 40403-40424.
78 Tank Cars	DOT 111A100-W-1	16,000	GATX 11668-11670, 11672-11675, 13130-13145, 13147, 13155-13165, 13593-13594, 13600, 13613-13614, 25085-25088, 25594-25596, 34105-34115, 50959-50961, 50965-50966, 57545-57548, 57646-57649, 57694-57697, 66829, 92988-92989.
487 Tank Cars	DOT 111A100-W-1	20,000	GATX 4655-4669, 11780-11781, 12626-12638, 13017-13030, 13197, 13333, 13336-13339, 17923, 19311-19330, 19646, 20002-20004, 20013-20016, 20126-20150, 21917-21918, 21975-21982, 24522-24537, 25756, 26101-26106, 27051-27075, 27080-27087, 27096-27105, 27480-27484, 27488-27493, 27499, 27519-27548, 27551-27555, 27568-27607, 27625-27638, 27640-27653, 27670, 27690-27703, 27840-27858, 27860-27864, 27890-27893, 28691-28692, 34048-34049, 34464, 35509-35512, 35514, 35521, 35816-35819, 35822, 36596, 38600-38613, 39373-39375, 39396, 39565, 39567-39568, 41551-41600, 50390, 50470-50479, 50970-50974, 51181, 52126-52140, 52181-52195, 52230-52234, 52527, 52690-52697.
13 Tank Cars	DOT 111A100-W-1	26,000	GATX 13412-13419, 13918-13920, 14700-14701.
64 Tank Cars	DOT 111A100-W-1	20,000	GATX 52698-52699, 52934, 53069-53071, 55741-55750, 56151-56154, 56200-56207, 56248-56252, 57348-57349, 57398-57399, 57552-57576, 66848-66849.
1 Tank Car	DOT 111A100-W-1	20,900	GATX 20005.
18 Tank Cars	DOT 111A100-W-1	22,000	GATX 11480-11484, 12307-12309, 41121-41130.
1 Tank Car	DOT 111A100-W-1	24,000	GATX 18698.
35 Tank Cars	DOT 111A100-W-1	26,000	GATX 13404-13408, 13410-13411, 14702-14707, 15020-15021, 27880-27886, 52260-52267, 52273-52274, 56219-56221.
2 Tank Cars	DOT 111A100-W-1	26,900	GATX 30277-30278.
20 Tank Cars	DOT 111A100-W-1	30,300	GATX 27556-27565, 29426-29430, 29524, 30264-30267.
9 Tank Cars	DOT 111A100-W-2	8,000	GATX 14780-14788.
1 Tank Car	DOT 111A100-W-2	8,700	GATX 14789.

(c) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the Trust Certificates under any other provision of this Agreement or under applicable law.

SECTION 11.02. *Call of Meetings by Trustee.* The Trustee may at any time call a meeting of holders of Trust Certificates to take any action specified in Section 11.01, to be held at such time and at such place in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, as the Trustee shall determine. Notice of every meeting of the holders of Trust Certificates, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed by the Trustee at least 30 days prior to such meeting to the holders of the Trust Certificates at their last addresses appearing upon the registry books.

SECTION 11.03. *Company and Holders of Trust Certificates May Call Meeting.* In case at any time the Company, pursuant to a resolution of its Board of Directors, or the holders of at least 10% in aggregate principal amount of the Trust Certificates then outstanding, shall have requested the Trustee to call a meeting of holders of Trust Certificates to take any action authorized in Section 11.01, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed notice of such meeting within 20 days after receipt of such request, then the Company or the holders of the Trust Certificates in the amount above specified may determine the time and the place in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, for such meeting and may call such meeting by mailing notice thereof as provided in Section 11.02.

SECTION 11.04. *Persons Entitled to Vote at Meeting.*

To be entitled to vote at any meeting of holders of Trust Certificates a person shall (a) be a holder of one or more Trust Certificates or (b) be a person appointed by an instrument in writing as proxy by a holder of one or more Trust Certificates. The only persons who shall be entitled to be present or to speak at any meeting of the holders of the Trust Certificates shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 11.05. *Determination of Voting Rights; Conduct and Adjournment of Meeting.* Notwithstanding any other provisions of this Agreement, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of holders of the Trust Certificates, in regard to proof of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit. Except as otherwise permitted or required by any such regulations, the holding of Trust Certificates shall be proved in the manner specified in Section 10.02 and the appointment of any proxy shall be proved in the manner specified in said Section 10.02 or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company satisfactory to the Trustee.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by holders of the Trust Certificates as provided in Section 11.03, in which case the Company or the holders of the Trust Certificates calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the holders of a majority in principal amount

of the Trust Certificates represented at the meeting and entitled to vote.

Subject to the provisions of Section 10.03, at any meeting each holder of Trust Certificates or proxy shall be entitled to one vote for each \$1,000 principal amount of Trust Certificates held or represented by him; *provided, however*, that no vote shall be cast or counted at any meeting in respect of any Trust Certificate challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote except as a holder of Trust Certificates or proxy. Any meeting of holders of Trust Certificates duly called pursuant to the provisions of Section 11.02 or 11.03 may be adjourned from time to time, and the meeting may be held as so adjourned without further notice.

At any meeting of holders of Trust Certificates, the presence of persons holding or representing Trust Certificates in an aggregate principal amount sufficient to take action upon the business for the transaction of which such meeting was called shall be necessary to constitute a quorum; but, if less than a quorum be present, the persons holding or representing a majority in aggregate principal amount of the Trust Certificates represented at the meeting may adjourn such meeting with the same effect, for all intents and purposes, as though a quorum had been present.

SECTION 11.06. *Counting Vote and Recording Action of Meeting.* The vote upon any resolution submitted to any meeting of holders of Trust Certificates shall be by written ballots on which shall be subscribed the signatures of the holders of Trust Certificates or proxies and the serial number or numbers of the Trust Certificates held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes

cast at the meeting. A record in duplicate of the proceedings of each meeting of holders of Trust Certificates shall be prepared by the secretary of the meeting, and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts, setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 11.02. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting, and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 11.07. *Call of Meeting Not to Affect Rights of Trustee and Holders of Trust Certificates.* Nothing in this Article Eleven contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of holders of Trust Certificates or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the holders of Trust Certificates under any of the provisions of this Agreement or of the Trust Certificates.

## ARTICLE TWELVE

### MISCELLANEOUS

SECTION 12.01. *Rights Confined to Parties and Holders.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, condi-

tions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates.

**SECTION 12.02. *No Recourse.*** No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any stockholder, officer or director of the Company, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, as such, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in said guaranty, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and said guaranty.

**SECTION 12.03. *Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein.*** Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Agreement (other than the issuance of Trust Certificates), the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Agreement relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with.

Each certificate or opinion provided for in this Agreement and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Agreement shall include (a) a statement that the person

making such certificate or opinion has read such condition or covenant; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether or not in the opinion of such person, such condition or covenant has been complied with.

SECTION 12.04. *Conflict of Any Provision of Agreement with Trust Indenture Act of 1939.* If and to the extent that any provision of this Agreement limits, qualifies or conflicts with another provision included in this Agreement which is required to be included herein by any of sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 12.05. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 12.06. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, 120 South Riverside Plaza, Chicago, Illinois 60680, or such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) in the case of the Trustee, One Wall Street, New York, New York 10015, Attention Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached,



shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 12.07. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 12.08. *Counterparts.* This Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 12.10. *Governing Law.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

IRVING TRUST COMPANY,

by

  
Vice President.

[CORPORATE SEAL]

Attest:

  
Assistant Secretary.

GENERAL AMERICAN TRANSPORTATION CORPORATION,

by

*J. H. Little*  
Vice President.

[CORPORATE SEAL]

Attest:

*Louis J. Fallon*  
Assistant Secretary.

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

On this 21 day of September, 1971, before me personally appeared E. J. McCABE, to me personally known, who, being by me duly sworn, says that he is a Vice President of IRVING TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

[NOTARIAL SEAL]

*Alfred V. Maglin*

ALFRED V. MAGLIN  
Notary Public, State of New York  
My Comm. Expires 12/31/74  
My Comm. Expires 12/31/74

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

On this day of September, 1971, before me personally appeared G. W. Rothschild, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

*Dehuss. A. Zyzanski*

My Commission Expires Dec. 29, 1973

## SCHEDULE A

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
8 Tank Cars	AAR 211A100-W-1	20,000	GATX 13940-13942, 13947-13951.
2 Tank Cars	DOT 103C-W	18,000	GATX 27500-27501.
1 Tank Car	DOT 105A300-W	4,500	GATX 50796.
128 Tank Cars	DOT 105A500-W	17,300	GATX 20330-20334, 27896-27898, 33870-33871, 35704-35706, 40352, 40358, 40367, 40372, 40374, 40376-40394, 40618-40629, 41451-41480, 56074-56077, 56080-56114, 57380-57382, 57390-57396.
20 Tank Cars	DOT 105A500-W	20,000	GATX 56054-56073.
2 Tank Cars	DOT 105A600-W	22,000	GATX 62147-62148.
4 Tank Cars	DOT 111A60-W-1	6,000	GATX 35625-35628.
5 Tank Cars	DOT 111A60-W-1	8,000	GATX 27138-27140, 56913-56914.
2 Tank Cars	DOT 111A60-W-1	15,800	GATX 27387, 27393.
175 Tank Cars	DOT 111A60-W-1	20,000	GATX 11540-11544, 14476-14477, 25093-25097, 25260-25264, 27442-27450, 27672-27679, 33821-33822, 33841-33842, 35543, 35824-35828, 39810, 39895, 40201-40245, 50021, 52085-52096, 52120, 52250-52257, 52780-52797, 54448, 55261-55291, 55474, 56033-56038, 57550-57551, 57600, 66884, 99228.
171 Tank Cars	DOT 111A60-W-1	22,000	GATX 3737-3739, 14650, 20408-20427, 25099, 25585-25589, 25592-25593, 27398-27399, 27866, 29413-29415, 33882-33887, 35631-35634, 35807-35811, 37770-37775, 41133-41134, 41136-41144, 41149-41158, 41160, 41172, 41174-41175, 41179-41187, 41189-41190, 41192-41193, 41195, 41197-41198, 52766-52771, 55475, 56140-56150, 56261-56300, 57510-57515, 57719-57725.
4 Tank Cars	DOT 111A60-W-1	23,100	GATX 52176-52178, 62276.
3 Tank Cars	DOT 111A60-W-1	23,800	GATX 52173-52175.
15 Tank Cars	DOT 111A60-W-1	26,000	GATX 25155-25169.
1 Tank Car	DOT 111A60-W-1	30,300	GATX 33304.
46 Tank Cars	DOT 111A100-W-1	8,000	GATX 34143-34147, 40025-40031, 40033, 40035, 40037, 40039-40042, 40044, 40048-40049, 56801-56824.
52 Tank Cars	DOT 111A100-W-1	10,000	GATX 40441-40444, 40447-40472, 55173-55184, 55190-55197, 55199, 55201.
47 Tank Cars	DOT 111A100-W-1	12,500	GATX 25174-25178, 57467-57508.

**SCHEDULE A — (Continued)**

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
3 Tank Cars	DOT 111A100-W-1	14,200	GATX 27284, 27286-27287.
97 Tank Cars	DOT 111A100-W-1	15,000	GATX 27275-27279, 41050-41109, 56310-56329, 65688-65699.
28 Tank Cars	DOT 111A100-W-1	15,800	GATX 35405-35409, 40401, 40403-40424.
78 Tank Cars	DOT 111A100-W-1	16,000	GATX 11668-11670, 11672-11675, 13130-13145, 13147, 13155-13165, 13593-13594, 13600, 13613-13614, 25085-25088, 25594-25596, 34105-34115, 50959-50961, 50965-50966, 57545-57548, 57646-57649, 57694-57697, 66829, 92988-92989.
487 Tank Cars	DOT 111A100-W-1	20,000	GATX 4655-4669, 11780-11781, 12626-12638, 13017-13030, 13197, 13333, 13336-13339, 17923, 19311-19330, 19646, 20002-20004, 20013-20016, 20126-20150, 21917-21918, 21975-21982, 24522-24537, 25756, 26101-26106, 27051-27075, 27080-27087, 27096-27105, 27480-27484, 27488-27493, 27499, 27519-27548, 27551-27555, 27568-27607, 27625-27638, 27640-27653, 27670, 27690-27703, 27840-27858, 27860-27864, 27890-27893, 28691-28692, 34048-34049, 34464, 35509-35512, 35514, 35521, 35816-35819, 35822, 36596, 38600-38613, 39373-39375, 39396, 39565, 39567-39568, 41551-41600, 50390, 50470-50479, 50970-50974, 51181, 52126-52140, 52181-52195, 52230-52234, 52527, 52690-52697.
13 Tank Cars	DOT 111A100-W-1	26,000	GATX 13412-13419, 13918-13920, 14700-14701.
64 Tank Cars	DOT 111A100-W-1	20,000	GATX 52698-52699, 52934, 53069-53071, 55741-55750, 56151-56154, 56200-56207, 56248-56252, 57348-57349, 57398-57399, 57552-57576, 66848-66849.
1 Tank Car	DOT 111A100-W-1	20,900	GATX 20005.
18 Tank Cars	DOT 111A100-W-1	22,000	GATX 11480-11484, 12307-12309, 41121-41130.
1 Tank Car	DOT 111A100-W-1	24,000	GATX 18698.
35 Tank Cars	DOT 111A100-W-1	26,000	GATX 13404-13408, 13410-13411, 14702-14707, 15020-15021, 27880-27886, 52260-52267, 52273-52274, 56219-56221.
2 Tank Cars	DOT 111A100-W-1	26,900	GATX 30277-30278.
20 Tank Cars	DOT 111A100-W-1	30,300	GATX 27556-27565, 29426-29430, 29524, 30264-30267.
9 Tank Cars	DOT 111A100-W-2	8,000	GATX 14780-14788.
1 Tank Car	DOT 111A100-W-2	8,700	GATX 14789.

(c) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the Trust Certificates under any other provision of this Agreement or under applicable law.

SECTION 11.02. *Call of Meetings by Trustee.* The Trustee may at any time call a meeting of holders of Trust Certificates to take any action specified in Section 11.01, to be held at such time and at such place in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, as the Trustee shall determine. Notice of every meeting of the holders of Trust Certificates, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed by the Trustee at least 30 days prior to such meeting to the holders of the Trust Certificates at their last addresses appearing upon the registry books.

SECTION 11.03. *Company and Holders of Trust Certificates May Call Meeting.* In case at any time the Company, pursuant to a resolution of its Board of Directors, or the holders of at least 10% in aggregate principal amount of the Trust Certificates then outstanding, shall have requested the Trustee to call a meeting of holders of Trust Certificates to take any action authorized in Section 11.01, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed notice of such meeting within 20 days after receipt of such request, then the Company or the holders of the Trust Certificates in the amount above specified may determine the time and the place in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, for such meeting and may call such meeting by mailing notice thereof as provided in Section 11.02.

SECTION 11.04. *Persons Entitled to Vote at Meeting.*

To be entitled to vote at any meeting of holders of Trust Certificates a person shall (a) be a holder of one or more Trust Certificates or (b) be a person appointed by an instrument in writing as proxy by a holder of one or more Trust Certificates. The only persons who shall be entitled to be present or to speak at any meeting of the holders of the Trust Certificates shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 11.05. *Determination of Voting Rights; Conduct and Adjournment of Meeting.* Notwithstanding any other provisions of this Agreement, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of holders of the Trust Certificates, in regard to proof of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit. Except as otherwise permitted or required by any such regulations, the holding of Trust Certificates shall be proved in the manner specified in Section 10.02 and the appointment of any proxy shall be proved in the manner specified in said Section 10.02 or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company satisfactory to the Trustee.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by holders of the Trust Certificates as provided in Section 11.03, in which case the Company or the holders of the Trust Certificates calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the holders of a majority in principal amount

of the Trust Certificates represented at the meeting and entitled to vote.

Subject to the provisions of Section 10.03, at any meeting each holder of Trust Certificates or proxy shall be entitled to one vote for each \$1,000 principal amount of Trust Certificates held or represented by him; *provided, however*, that no vote shall be cast or counted at any meeting in respect of any Trust Certificate challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote except as a holder of Trust Certificates or proxy. Any meeting of holders of Trust Certificates duly called pursuant to the provisions of Section 11.02 or 11.03 may be adjourned from time to time, and the meeting may be held as so adjourned without further notice.

At any meeting of holders of Trust Certificates, the presence of persons holding or representing Trust Certificates in an aggregate principal amount sufficient to take action upon the business for the transaction of which such meeting was called shall be necessary to constitute a quorum; but, if less than a quorum be present, the persons holding or representing a majority in aggregate principal amount of the Trust Certificates represented at the meeting may adjourn such meeting with the same effect, for all intents and purposes, as though a quorum had been present.

SECTION 11.06. *Counting Vote and Recording Action of Meeting.* The vote upon any resolution submitted to any meeting of holders of Trust Certificates shall be by written ballots on which shall be subscribed the signatures of the holders of Trust Certificates or proxies and the serial number or numbers of the Trust Certificates held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes



or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law;

(B) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four-months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four-months' period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default as defined in Section 9.12(c) would occur within four months; or

(D) to receive payment on any claim referred to in paragraph (B) or (C), against the release of any property held as security for such claim as provided in paragraph (B) or (C), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (B), (C) and (D), property substituted after the beginning of such four-months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of the Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between the Trustee, the holders of the Trust Certificates and the holders of other

**SECTION 9.06. *Trustee Not Liable for Delivery Delays or Defects in Equipment or Title; May Perform Duties By Agents; Reimbursement of Expenses; Holding of Trust Certificates; Moneys Held in Trust.*** Except as otherwise provided in Section 9.02, the Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the manufacturers or owners thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto.

Except as otherwise provided in Section 9.02, the Trustee may perform its powers and duties hereunder by or through such attorneys, agents and servants as it shall appoint, and shall be answerable for only its own acts, negligence and wilful defaults and not for the default or misconduct of any attorney, agent or servant appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement or of the Trust Certificates (except for its own execution thereof), or for the guaranty by the Company.

The Trustee shall be entitled to receive payment of all of its expenses and disbursements hereunder, including reasonable counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by the Company.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates with the same rights which it would have if it were not Trustee.

Any moneys at any time held by the Trustee or any paying agent hereunder shall, until paid out or invested by

the Trustee or any paying agent as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates.

**SECTION 9.07. *Qualification of Trustee; Conflicting Interests.*** (a) If the Trustee has or shall acquire any conflicting interest, as defined in this Section 9.07, it shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in Section 9.09.

(b) In the event that the Trustee shall fail to comply with the provisions of Section 9.07(a) the Trustee shall, within ten days after the expiration of such 90-day period, transmit notice of such failure to the holders of the Trust Certificates in the manner and to the extent provided in Section 8.04(c) with respect to reports pursuant to Section 8.04(a).

(c) For the purposes of this Section 9.07 the Trustee shall be deemed to have a conflicting interest if:

(1) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding, unless such other indenture is a collateral trust indenture under which the only collateral consists of Trust Certificates issued under this Agreement, provided that there shall be excluded from the operation of this paragraph any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Commission and after opportunity for hearing thereon, that trusteeship under this Agreement and such other indenture or indentures is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify the Trustee from acting as such under one of such indentures;

(2) the Trustee or any of its directors or executive officers is an obligor upon the Trust Certificates or an underwriter for the Company;

(3) the Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(4) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of the Company, or of an underwriter (other than the Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (i) one individual may be a director or an executive officer, or both, of the Trustee and a director or an executive officer, or both, of the Company, but may not be at the same time an executive officer of both the Trustee and the Company, (ii) if and so long as the number of directors of the Trustee in office is more than nine, one additional individual may be a director or an executive officer, or both, of the Trustee and a director of the Company and (iii) the Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent, or depository, or in any other similar capacity, or, subject to the provisions of Section 9.07(c)(1), to act as trustee, whether under an indenture or otherwise;

(5) 10% or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner, or executive officer thereof, or 20% or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or 10% or more of the voting securities of the Trustee is beneficially owned either by an underwriter for the Company or by any director, partner, or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, (i) 5% or more of the voting securities, or 10% or more of any other class of security, of the Company, not including the Trust Certificates and securities issued under any other indenture under which the Trustee is also trustee or (ii) 10% or more of any class of security of an underwriter for the Company;

(7) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, 5% or more of the voting securities of any person who, to the knowledge of the Trustee, owns 10% or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company;

(8) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, 10% or more of any class of security of any person who, to the knowledge of the Trustee, owns 50% or more of the voting securities of the Company; or

(9) the Trustee owns, on May 15th in any calendar year, in the capacity of executor, administrator, testamentary or *inter vivos* trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of 25% or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under Section 9.07(c) (6), (7) or (8). As to any such securities of which the Trustee acquired ownership through becoming executor, administrator, or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of two years from the date of such acquisition, to the extent that such securities included in such estate do not exceed 25% of such voting securities or 25% of any such class of security. Promptly after May 15th in each calendar year, the Trustee shall make a check of its holdings of such securities in any of

making such certificate or opinion has read such condition or covenant; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether or not in the opinion of such person, such condition or covenant has been complied with.

SECTION 12.04. *Conflict of Any Provision of Agreement with Trust Indenture Act of 1939.* If and to the extent that any provision of this Agreement limits, qualifies or conflicts with another provision included in this Agreement which is required to be included herein by any of sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 12.05. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 12.06. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, 120 South Riverside Plaza, Chicago, Illinois 60680, or such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) in the case of the Trustee, One Wall Street, New York, New York 10015, Attention Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached,

shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 12.07. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 12.08. *Counterparts.* This Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 12.10. *Governing Law.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

IRVING TRUST COMPANY,

by

  
Vice President.

[CORPORATE SEAL]

Attest:

  
Assistant Secretary.

GENERAL AMERICAN TRANSPORTATION CORPORATION,

by

*J. H. Little*  
Vice President.

[CORPORATE SEAL]

Attest:

*Louis J. Fallon*  
Assistant Secretary.

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

On this 21 day of September, 1971, before me personally appeared E. J. McCABE, to me personally known, who, being by me duly sworn, says that he is a Vice President of IRVING TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

*Armed V. Hagen*

[NOTARIAL SEAL]

THE STATE OF NEW YORK  
COUNTY OF NEW YORK  
Notary Public  
My Commission Expires 12/31/74



STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

On this day of September, 1971, before me personally appeared G. W. Rothschild, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

*Dehuss. A. Zyzanski*

My Commission Expires Dec. 29, 1973

## SCHEDULE A

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
8 Tank Cars	AAR 211A100-W-1	20,000	GATX 13940-13942, 13947-13951.
2 Tank Cars	DOT 103C-W	18,000	GATX 27500-27501.
1 Tank Car	DOT 105A300-W	4,500	GATX 50796.
128 Tank Cars	DOT 105A500-W	17,300	GATX 20330-20334, 27896-27898, 33870-33871, 35704-35706, 40352, 40358, 40367, 40372, 40374, 40376-40394, 40618-40629, 41451-41480, 56074-56077, 56080-56114, 57380-57382, 57390-57396.
20 Tank Cars	DOT 105A500-W	20,000	GATX 56054-56073.
2 Tank Cars	DOT 105A600-W	22,000	GATX 62147-62148.
4 Tank Cars	DOT 111A60-W-1	6,000	GATX 35625-35628.
5 Tank Cars	DOT 111A60-W-1	8,000	GATX 27138-27140, 56913-56914.
2 Tank Cars	DOT 111A60-W-1	15,800	GATX 27387, 27393.
175 Tank Cars	DOT 111A60-W-1	20,000	GATX 11540-11544, 14476-14477, 25093-25097, 25260-25264, 27442-27450, 27672-27679, 33821-33822, 33841-33842, 35543, 35824-35828, 39810, 39895, 40201-40245, 50021, 52085-52096, 52120, 52250-52257, 52780-52797, 54448, 55261-55291, 55474, 56033-56038, 57550-57551, 57600, 66884, 99228.
171 Tank Cars	DOT 111A60-W-1	22,000	GATX 3737-3739, 14650, 20408-20427, 25099, 25585-25589, 25592-25593, 27398-27399, 27866, 29413-29415, 33882-33887, 35631-35634, 35807-35811, 37770-37775, 41133-41134, 41136-41144, 41149-41158, 41160, 41172, 41174-41175, 41179-41187, 41189-41190, 41192-41193, 41195, 41197-41198, 52766-52771, 55475, 56140-56150, 56261-56300, 57510-57515, 57719-57725.
4 Tank Cars	DOT 111A60-W-1	23,100	GATX 52176-52178, 62276.
3 Tank Cars	DOT 111A60-W-1	23,800	GATX 52173-52175.
15 Tank Cars	DOT 111A60-W-1	26,000	GATX 25155-25169.
1 Tank Car	DOT 111A60-W-1	30,300	GATX 33304.
46 Tank Cars	DOT 111A100-W-1	8,000	GATX 34143-34147, 40025-40031, 40033, 40035, 40037, 40039-40042, 40044, 40048-40049, 56801-56824.
52 Tank Cars	DOT 111A100-W-1	10,000	GATX 40441-40444, 40447-40472, 55173-55184, 55190-55197, 55199, 55201.
47 Tank Cars	DOT 111A100-W-1	12,500	GATX 25174-25178, 57467-57508.

**SCHEDULE A — (Continued)**

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
3 Tank Cars	DOT 111A100-W-1	14,200	GATX 27284, 27286-27287.
97 Tank Cars	DOT 111A100-W-1	15,000	GATX 27275-27279, 41050-41109, 56310-56329, 65688-65699.
28 Tank Cars	DOT 111A100-W-1	15,800	GATX 35405-35409, 40401, 40403-40424.
78 Tank Cars	DOT 111A100-W-1	16,000	GATX 11668-11670, 11672-11675, 13130-13145, 13147, 13155-13165, 13593-13594, 13600, 13613-13614, 25085-25088, 25594-25596, 34105-34115, 50959-50961, 50965-50966, 57545-57548, 57646-57649, 57694-57697, 66829, 92988-92989.
487 Tank Cars	DOT 111A100-W-1	20,000	GATX 4655-4669, 11780-11781, 12626-12638, 13017-13030, 13197, 13333, 13336-13339, 17923, 19311-19330, 19646, 20002-20004, 20013-20016, 20126-20150, 21917-21918, 21975-21982, 24522-24537, 25756, 26101-26106, 27051-27075, 27080-27087, 27096-27105, 27480-27484, 27488-27493, 27499, 27519-27548, 27551-27555, 27568-27607, 27625-27638, 27640-27653, 27670, 27690-27703, 27840-27858, 27860-27864, 27890-27893, 28691-28692, 34048-34049, 34464, 35509-35512, 35514, 35521, 35816-35819, 35822, 36596, 38600-38613, 39373-39375, 39396, 39565, 39567-39568, 41551-41600, 50390, 50470-50479, 50970-50974, 51181, 52126-52140, 52181-52195, 52230-52234, 52527, 52690-52697.
13 Tank Cars	DOT 111A100-W-1	26,000	GATX 13412-13419, 13918-13920, 14700-14701.
64 Tank Cars	DOT 111A100-W-1	20,000	GATX 52698-52699, 52934, 53069-53071, 55741-55750, 56151-56154, 56200-56207, 56248-56252, 57348-57349, 57398-57399, 57552-57576, 66848-66849.
1 Tank Car	DOT 111A100-W-1	20,900	GATX 20005.
18 Tank Cars	DOT 111A100-W-1	22,000	GATX 11480-11484, 12307-12309, 41121-41130.
1 Tank Car	DOT 111A100-W-1	24,000	GATX 18698.
35 Tank Cars	DOT 111A100-W-1	26,000	GATX 13404-13408, 13410-13411, 14702-14707, 15020-15021, 27880-27886, 52260-52267, 52273-52274, 56219-56221.
2 Tank Cars	DOT 111A100-W-1	26,900	GATX 30277-30278.
20 Tank Cars	DOT 111A100-W-1	30,300	GATX 27556-27565, 29426-29430, 29524, 30264-30267.
9 Tank Cars	DOT 111A100-W-2	8,000	GATX 14780-14788.
1 Tank Car	DOT 111A100-W-2	8,700	GATX 14789.

(c) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the Trust Certificates under any other provision of this Agreement or under applicable law.

SECTION 11.02. *Call of Meetings by Trustee.* The Trustee may at any time call a meeting of holders of Trust Certificates to take any action specified in Section 11.01, to be held at such time and at such place in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, as the Trustee shall determine. Notice of every meeting of the holders of Trust Certificates, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed by the Trustee at least 30 days prior to such meeting to the holders of the Trust Certificates at their last addresses appearing upon the registry books.

SECTION 11.03. *Company and Holders of Trust Certificates May Call Meeting.* In case at any time the Company, pursuant to a resolution of its Board of Directors, or the holders of at least 10% in aggregate principal amount of the Trust Certificates then outstanding, shall have requested the Trustee to call a meeting of holders of Trust Certificates to take any action authorized in Section 11.01, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed notice of such meeting within 20 days after receipt of such request, then the Company or the holders of the Trust Certificates in the amount above specified may determine the time and the place in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, for such meeting and may call such meeting by mailing notice thereof as provided in Section 11.02.

SECTION 11.04. *Persons Entitled to Vote at Meeting.*

To be entitled to vote at any meeting of holders of Trust Certificates a person shall (a) be a holder of one or more Trust Certificates or (b) be a person appointed by an instrument in writing as proxy by a holder of one or more Trust Certificates. The only persons who shall be entitled to be present or to speak at any meeting of the holders of the Trust Certificates shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 11.05. *Determination of Voting Rights; Conduct and Adjournment of Meeting.* Notwithstanding any other provisions of this Agreement, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of holders of the Trust Certificates, in regard to proof of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit. Except as otherwise permitted or required by any such regulations, the holding of Trust Certificates shall be proved in the manner specified in Section 10.02 and the appointment of any proxy shall be proved in the manner specified in said Section 10.02 or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company satisfactory to the Trustee.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by holders of the Trust Certificates as provided in Section 11.03, in which case the Company or the holders of the Trust Certificates calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the holders of a majority in principal amount

of the Trust Certificates represented at the meeting and entitled to vote.

Subject to the provisions of Section 10.03, at any meeting each holder of Trust Certificates or proxy shall be entitled to one vote for each \$1,000 principal amount of Trust Certificates held or represented by him; *provided, however*, that no vote shall be cast or counted at any meeting in respect of any Trust Certificate challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote except as a holder of Trust Certificates or proxy. Any meeting of holders of Trust Certificates duly called pursuant to the provisions of Section 11.02 or 11.03 may be adjourned from time to time, and the meeting may be held as so adjourned without further notice.

At any meeting of holders of Trust Certificates, the presence of persons holding or representing Trust Certificates in an aggregate principal amount sufficient to take action upon the business for the transaction of which such meeting was called shall be necessary to constitute a quorum; but, if less than a quorum be present, the persons holding or representing a majority in aggregate principal amount of the Trust Certificates represented at the meeting may adjourn such meeting with the same effect, for all intents and purposes, as though a quorum had been present.

SECTION 11.06. *Counting Vote and Recording Action of Meeting.* The vote upon any resolution submitted to any meeting of holders of Trust Certificates shall be by written ballots on which shall be subscribed the signatures of the holders of Trust Certificates or proxies and the serial number or numbers of the Trust Certificates held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes

or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law;

(B) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four-months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four-months' period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default as defined in Section 9.12(c) would occur within four months; or

(D) to receive payment on any claim referred to in paragraph (B) or (C), against the release of any property held as security for such claim as provided in paragraph (B) or (C), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (B), (C) and (D), property substituted after the beginning of such four-months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of the Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between the Trustee, the holders of the Trust Certificates and the holders of other

tions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates.

**SECTION 12.02. *No Recourse.*** No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any stockholder, officer or director of the Company, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, as such, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in said guaranty, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and said guaranty.

**SECTION 12.03. *Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein.*** Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Agreement (other than the issuance of Trust Certificates), the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Agreement relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with.

Each certificate or opinion provided for in this Agreement and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Agreement shall include (a) a statement that the person



making such certificate or opinion has read such condition or covenant; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether or not in the opinion of such person, such condition or covenant has been complied with.

SECTION 12.04. *Conflict of Any Provision of Agreement with Trust Indenture Act of 1939.* If and to the extent that any provision of this Agreement limits, qualifies or conflicts with another provision included in this Agreement which is required to be included herein by any of sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 12.05. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 12.06. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, 120 South Riverside Plaza, Chicago, Illinois 60680, or such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) in the case of the Trustee, One Wall Street, New York, New York 10015, Attention Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached,

shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 12.07. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 12.08. *Counterparts.* This Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 12.10. *Governing Law.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

IRVING TRUST COMPANY,

by

  
Vice President.

[CORPORATE SEAL]

Attest:

  
Assistant Secretary.

GENERAL AMERICAN TRANSPORTATION CORPORATION,

by

*J. H. Little*  
Vice President.

[CORPORATE SEAL]

Attest:

*Louis J. Fallon*  
Assistant Secretary.

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

On this 21 day of September, 1971, before me personally appeared E. J. McCABE, to me personally known, who, being by me duly sworn, says that he is a Vice President of IRVING TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

[NOTARIAL SEAL]

*Alfred V. Maglin*

ALFRED V. MAGLIN  
Notary Public, State of New York  
My Comm. Expires 12/31/74  
My Comm. Expires 12/31/74

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

On this day of September, 1971, before me personally appeared G. W. Rothschild, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

*Dehuss. A. Zyzanski*

My Commission Expires Dec. 29, 1973

## SCHEDULE A

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
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128 Tank Cars	DOT 105A500-W	17,300	GATX 20330-20334, 27896-27898, 33870-33871, 35704-35706, 40352, 40358, 40367, 40372, 40374, 40376-40394, 40618-40629, 41451-41480, 56074-56077, 56080-56114, 57380-57382, 57390-57396.
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2 Tank Cars	DOT 111A60-W-1	15,800	GATX 27387, 27393.
175 Tank Cars	DOT 111A60-W-1	20,000	GATX 11540-11544, 14476-14477, 25093-25097, 25260-25264, 27442-27450, 27672-27679, 33821-33822, 33841-33842, 35543, 35824-35828, 39810, 39895, 40201-40245, 50021, 52085-52096, 52120, 52250-52257, 52780-52797, 54448, 55261-55291, 55474, 56033-56038, 57550-57551, 57600, 66884, 99228.
171 Tank Cars	DOT 111A60-W-1	22,000	GATX 3737-3739, 14650, 20408-20427, 25099, 25585-25589, 25592-25593, 27398-27399, 27866, 29413-29415, 33882-33887, 35631-35634, 35807-35811, 37770-37775, 41133-41134, 41136-41144, 41149-41158, 41160, 41172, 41174-41175, 41179-41187, 41189-41190, 41192-41193, 41195, 41197-41198, 52766-52771, 55475, 56140-56150, 56261-56300, 57510-57515, 57719-57725.
4 Tank Cars	DOT 111A60-W-1	23,100	GATX 52176-52178, 62276.
3 Tank Cars	DOT 111A60-W-1	23,800	GATX 52173-52175.
15 Tank Cars	DOT 111A60-W-1	26,000	GATX 25155-25169.
1 Tank Car	DOT 111A60-W-1	30,300	GATX 33304.
46 Tank Cars	DOT 111A100-W-1	8,000	GATX 34143-34147, 40025-40031, 40033, 40035, 40037, 40039-40042, 40044, 40048-40049, 56801-56824.
52 Tank Cars	DOT 111A100-W-1	10,000	GATX 40441-40444, 40447-40472, 55173-55184, 55190-55197, 55199, 55201.
47 Tank Cars	DOT 111A100-W-1	12,500	GATX 25174-25178, 57467-57508.

**SCHEDULE A — (Continued)**

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
3 Tank Cars	DOT 111A100-W-1	14,200	GATX 27284, 27286-27287.
97 Tank Cars	DOT 111A100-W-1	15,000	GATX 27275-27279, 41050-41109, 56310-56329, 65688-65699.
28 Tank Cars	DOT 111A100-W-1	15,800	GATX 35405-35409, 40401, 40403-40424.
78 Tank Cars	DOT 111A100-W-1	16,000	GATX 11668-11670, 11672-11675, 13130-13145, 13147, 13155-13165, 13593-13594, 13600, 13613-13614, 25085-25088, 25594-25596, 34105-34115, 50959-50961, 50965-50966, 57545-57548, 57646-57649, 57694-57697, 66829, 92988-92989.
487 Tank Cars	DOT 111A100-W-1	20,000	GATX 4655-4669, 11780-11781, 12626-12638, 13017-13030, 13197, 13333, 13336-13339, 17923, 19311-19330, 19646, 20002-20004, 20013-20016, 20126-20150, 21917-21918, 21975-21982, 24522-24537, 25756, 26101-26106, 27051-27075, 27080-27087, 27096-27105, 27480-27484, 27488-27493, 27499, 27519-27548, 27551-27555, 27568-27607, 27625-27638, 27640-27653, 27670, 27690-27703, 27840-27858, 27860-27864, 27890-27893, 28691-28692, 34048-34049, 34464, 35509-35512, 35514, 35521, 35816-35819, 35822, 36596, 38600-38613, 39373-39375, 39396, 39565, 39567-39568, 41551-41600, 50390, 50470-50479, 50970-50974, 51181, 52126-52140, 52181-52195, 52230-52234, 52527, 52690-52697.
13 Tank Cars	DOT 111A100-W-1	26,000	GATX 13412-13419, 13918-13920, 14700-14701.
64 Tank Cars	DOT 111A100-W-1	20,000	GATX 52698-52699, 52934, 53069-53071, 55741-55750, 56151-56154, 56200-56207, 56248-56252, 57348-57349, 57398-57399, 57552-57576, 66848-66849.
1 Tank Car	DOT 111A100-W-1	20,900	GATX 20005.
18 Tank Cars	DOT 111A100-W-1	22,000	GATX 11480-11484, 12307-12309, 41121-41130.
1 Tank Car	DOT 111A100-W-1	24,000	GATX 18698.
35 Tank Cars	DOT 111A100-W-1	26,000	GATX 13404-13408, 13410-13411, 14702-14707, 15020-15021, 27880-27886, 52260-52267, 52273-52274, 56219-56221.
2 Tank Cars	DOT 111A100-W-1	26,900	GATX 30277-30278.
20 Tank Cars	DOT 111A100-W-1	30,300	GATX 27556-27565, 29426-29430, 29524, 30264-30267.
9 Tank Cars	DOT 111A100-W-2	8,000	GATX 14780-14788.
1 Tank Car	DOT 111A100-W-2	8,700	GATX 14789.

(c) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the Trust Certificates under any other provision of this Agreement or under applicable law.

SECTION 11.02. *Call of Meetings by Trustee.* The Trustee may at any time call a meeting of holders of Trust Certificates to take any action specified in Section 11.01, to be held at such time and at such place in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, as the Trustee shall determine. Notice of every meeting of the holders of Trust Certificates, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed by the Trustee at least 30 days prior to such meeting to the holders of the Trust Certificates at their last addresses appearing upon the registry books.

SECTION 11.03. *Company and Holders of Trust Certificates May Call Meeting.* In case at any time the Company, pursuant to a resolution of its Board of Directors, or the holders of at least 10% in aggregate principal amount of the Trust Certificates then outstanding, shall have requested the Trustee to call a meeting of holders of Trust Certificates to take any action authorized in Section 11.01, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed notice of such meeting within 20 days after receipt of such request, then the Company or the holders of the Trust Certificates in the amount above specified may determine the time and the place in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, for such meeting and may call such meeting by mailing notice thereof as provided in Section 11.02.

SECTION 11.04. *Persons Entitled to Vote at Meeting.*

To be entitled to vote at any meeting of holders of Trust Certificates a person shall (a) be a holder of one or more Trust Certificates or (b) be a person appointed by an instrument in writing as proxy by a holder of one or more Trust Certificates. The only persons who shall be entitled to be present or to speak at any meeting of the holders of the Trust Certificates shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 11.05. *Determination of Voting Rights; Conduct and Adjournment of Meeting.* Notwithstanding any other provisions of this Agreement, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of holders of the Trust Certificates, in regard to proof of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit. Except as otherwise permitted or required by any such regulations, the holding of Trust Certificates shall be proved in the manner specified in Section 10.02 and the appointment of any proxy shall be proved in the manner specified in said Section 10.02 or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company satisfactory to the Trustee.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by holders of the Trust Certificates as provided in Section 11.03, in which case the Company or the holders of the Trust Certificates calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the holders of a majority in principal amount



of the Trust Certificates represented at the meeting and entitled to vote.

Subject to the provisions of Section 10.03, at any meeting each holder of Trust Certificates or proxy shall be entitled to one vote for each \$1,000 principal amount of Trust Certificates held or represented by him; *provided, however*, that no vote shall be cast or counted at any meeting in respect of any Trust Certificate challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote except as a holder of Trust Certificates or proxy. Any meeting of holders of Trust Certificates duly called pursuant to the provisions of Section 11.02 or 11.03 may be adjourned from time to time, and the meeting may be held as so adjourned without further notice.

At any meeting of holders of Trust Certificates, the presence of persons holding or representing Trust Certificates in an aggregate principal amount sufficient to take action upon the business for the transaction of which such meeting was called shall be necessary to constitute a quorum; but, if less than a quorum be present, the persons holding or representing a majority in aggregate principal amount of the Trust Certificates represented at the meeting may adjourn such meeting with the same effect, for all intents and purposes, as though a quorum had been present.

SECTION 11.06. *Counting Vote and Recording Action of Meeting.* The vote upon any resolution submitted to any meeting of holders of Trust Certificates shall be by written ballots on which shall be subscribed the signatures of the holders of Trust Certificates or proxies and the serial number or numbers of the Trust Certificates held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes

cast at the meeting. A record in duplicate of the proceedings of each meeting of holders of Trust Certificates shall be prepared by the secretary of the meeting, and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts, setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 11.02. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting, and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 11.07. *Call of Meeting Not to Affect Rights of Trustee and Holders of Trust Certificates.* Nothing in this Article Eleven contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of holders of Trust Certificates or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the holders of Trust Certificates under any of the provisions of this Agreement or of the Trust Certificates.

## ARTICLE TWELVE

### MISCELLANEOUS

SECTION 12.01. *Rights Confined to Parties and Holders.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, condi-

tions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates.

**SECTION 12.02. *No Recourse.*** No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any stockholder, officer or director of the Company, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, as such, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in said guaranty, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and said guaranty.

**SECTION 12.03. *Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein.*** Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Agreement (other than the issuance of Trust Certificates), the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Agreement relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with.

Each certificate or opinion provided for in this Agreement and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Agreement shall include (a) a statement that the person

making such certificate or opinion has read such condition or covenant; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether or not in the opinion of such person, such condition or covenant has been complied with.

SECTION 12.04. *Conflict of Any Provision of Agreement with Trust Indenture Act of 1939.* If and to the extent that any provision of this Agreement limits, qualifies or conflicts with another provision included in this Agreement which is required to be included herein by any of sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 12.05. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 12.06. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, 120 South Riverside Plaza, Chicago, Illinois 60680, or such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) in the case of the Trustee, One Wall Street, New York, New York 10015, Attention Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached,

shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 12.07. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 12.08. *Counterparts.* This Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 12.10. *Governing Law.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

IRVING TRUST COMPANY,

by

  
Vice President.

[CORPORATE SEAL]

Attest:

  
Assistant Secretary.

GENERAL AMERICAN TRANSPORTATION CORPORATION,

by

*J. H. Little*  
Vice President.

[CORPORATE SEAL]

Attest:

*Louis J. Fallon*  
Assistant Secretary.

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

On this 21 day of September, 1971, before me personally appeared E. J. McCABE, to me personally known, who, being by me duly sworn, says that he is a Vice President of IRVING TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

*Alfred V. Hagen*

[NOTARIAL SEAL]

ALFRED V. HAGEN  
Notary Public, State of New York  
My Comm. Exp. 12/31/74  
My Comm. No. 123456789  
My Comm. No. 123456789  
My Comm. No. 123456789  
My Comm. No. 123456789

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

On this day of September, 1971, before me personally appeared G. W. Rothschild, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

*Dehuss. A. Zyzanski*

My Commission Expires Dec. 29, 1973

## SCHEDULE A

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
8 Tank Cars	AAR 211A100-W-1	20,000	GATX 13940-13942, 13947-13951.
2 Tank Cars	DOT 103C-W	18,000	GATX 27500-27501.
1 Tank Car	DOT 105A300-W	4,500	GATX 50796.
128 Tank Cars	DOT 105A500-W	17,300	GATX 20330-20334, 27896-27898, 33870-33871, 35704-35706, 40352, 40358, 40367, 40372, 40374, 40376-40394, 40618-40629, 41451-41480, 56074-56077, 56080-56114, 57380-57382, 57390-57396.
20 Tank Cars	DOT 105A500-W	20,000	GATX 56054-56073.
2 Tank Cars	DOT 105A600-W	22,000	GATX 62147-62148.
4 Tank Cars	DOT 111A60-W-1	6,000	GATX 35625-35628.
5 Tank Cars	DOT 111A60-W-1	8,000	GATX 27138-27140, 56913-56914.
2 Tank Cars	DOT 111A60-W-1	15,800	GATX 27387, 27393.
175 Tank Cars	DOT 111A60-W-1	20,000	GATX 11540-11544, 14476-14477, 25093-25097, 25260-25264, 27442-27450, 27672-27679, 33821-33822, 33841-33842, 35543, 35824-35828, 39810, 39895, 40201-40245, 50021, 52085-52096, 52120, 52250-52257, 52780-52797, 54448, 55261-55291, 55474, 56033-56038, 57550-57551, 57600, 66884, 99228.
171 Tank Cars	DOT 111A60-W-1	22,000	GATX 3737-3739, 14650, 20408-20427, 25099, 25585-25589, 25592-25593, 27398-27399, 27866, 29413-29415, 33882-33887, 35631-35634, 35807-35811, 37770-37775, 41133-41134, 41136-41144, 41149-41158, 41160, 41172, 41174-41175, 41179-41187, 41189-41190, 41192-41193, 41195, 41197-41198, 52766-52771, 55475, 56140-56150, 56261-56300, 57510-57515, 57719-57725.
4 Tank Cars	DOT 111A60-W-1	23,100	GATX 52176-52178, 62276.
3 Tank Cars	DOT 111A60-W-1	23,800	GATX 52173-52175.
15 Tank Cars	DOT 111A60-W-1	26,000	GATX 25155-25169.
1 Tank Car	DOT 111A60-W-1	30,300	GATX 33304.
46 Tank Cars	DOT 111A100-W-1	8,000	GATX 34143-34147, 40025-40031, 40033, 40035, 40037, 40039-40042, 40044, 40048-40049, 56801-56824.
52 Tank Cars	DOT 111A100-W-1	10,000	GATX 40441-40444, 40447-40472, 55173-55184, 55190-55197, 55199, 55201.
47 Tank Cars	DOT 111A100-W-1	12,500	GATX 25174-25178, 57467-57508.



**SCHEDULE A — (Continued)**

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
3 Tank Cars	DOT 111A100-W-1	14,200	GATX 27284, 27286-27287.
97 Tank Cars	DOT 111A100-W-1	15,000	GATX 27275-27279, 41050-41109, 56310-56329, 65688-65699.
28 Tank Cars	DOT 111A100-W-1	15,800	GATX 35405-35409, 40401, 40403-40424.
78 Tank Cars	DOT 111A100-W-1	16,000	GATX 11668-11670, 11672-11675, 13130-13145, 13147, 13155-13165, 13593-13594, 13600, 13613-13614, 25085-25088, 25594-25596, 34105-34115, 50959-50961, 50965-50966, 57545-57548, 57646-57649, 57694-57697, 66829, 92988-92989.
487 Tank Cars	DOT 111A100-W-1	20,000	GATX 4655-4669, 11780-11781, 12626-12638, 13017-13030, 13197, 13333, 13336-13339, 17923, 19311-19330, 19646, 20002-20004, 20013-20016, 20126-20150, 21917-21918, 21975-21982, 24522-24537, 25756, 26101-26106, 27051-27075, 27080-27087, 27096-27105, 27480-27484, 27488-27493, 27499, 27519-27548, 27551-27555, 27568-27607, 27625-27638, 27640-27653, 27670, 27690-27703, 27840-27858, 27860-27864, 27890-27893, 28691-28692, 34048-34049, 34464, 35509-35512, 35514, 35521, 35816-35819, 35822, 36596, 38600-38613, 39373-39375, 39396, 39565, 39567-39568, 41551-41600, 50390, 50470-50479, 50970-50974, 51181, 52126-52140, 52181-52195, 52230-52234, 52527, 52690-52697.
13 Tank Cars	DOT 111A100-W-1	26,000	GATX 13412-13419, 13918-13920, 14700-14701.
64 Tank Cars	DOT 111A100-W-1	20,000	GATX 52698-52699, 52934, 53069-53071, 55741-55750, 56151-56154, 56200-56207, 56248-56252, 57348-57349, 57398-57399, 57552-57576, 66848-66849.
1 Tank Car	DOT 111A100-W-1	20,900	GATX 20005.
18 Tank Cars	DOT 111A100-W-1	22,000	GATX 11480-11484, 12307-12309, 41121-41130.
1 Tank Car	DOT 111A100-W-1	24,000	GATX 18698.
35 Tank Cars	DOT 111A100-W-1	26,000	GATX 13404-13408, 13410-13411, 14702-14707, 15020-15021, 27880-27886, 52260-52267, 52273-52274, 56219-56221.
2 Tank Cars	DOT 111A100-W-1	26,900	GATX 30277-30278.
20 Tank Cars	DOT 111A100-W-1	30,300	GATX 27556-27565, 29426-29430, 29524, 30264-30267.
9 Tank Cars	DOT 111A100-W-2	8,000	GATX 14780-14788.
1 Tank Car	DOT 111A100-W-2	8,700	GATX 14789.

## SCHEDULE A — (Continued)

<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
1 Tank Car	DOT 111A100-W-2	12,000	GATX 20387.
44 Tank Cars	DOT 111A100-W-2	12,500	GATX 17040-17042, 18983-18990, 27875-27878, 29562-29564, 3387-33820, 36088, 36090-36098, 39376-39379, 56208-56217, 59684-59685, 67100.
33 Tank Cars	DOT 111A100-W-5	20,000	GATX 27320-27331, 29484-29488, 52241-52249, 60470-60476.
2 Tank Cars	DOT 111A100-W-6	20,000	GATX 38397-38398.
27 Tank Cars	DOT 112A340-W	26,000	GATX 25017-25040, 25042-25044.
50 Tank Cars	DOT 112A340-W	26,100	GATX 55300-55349.
379 Tank Cars	DOT 112A340-W	33,500	GATX 14046-14050, 27451-27475, 29124-29130, 33853-33857, 38589, 40664, 40679-40794, 40800, 40802-40951, 41201-41223, 41226-41227, 41232, 41241-41248, 41251-41252, 41255, 41259, 41264, 41267-41270, 41272, 41274, 55486-55508.
1 Tank Car	DOT 112A340-W	33,700	GATX 40801.
184 Airslide Cars	LO	2,600 cu. ft.	GACX 46872-46873, 46905-46908, 46994-47021, 47032-47034, 47042-47158, 47181-47191, 47196-47214.
1 Hopper Car	LO	2,700 cu. ft.	GATX 38374.
35 Hopper Cars	HTS	3,770 cu. ft.	GUEX 72001-72035.
459 Hopper Cars	HTS	3,850 cu. ft.	GGPX 70062-70105, 70107-70132, 70134-70137, 70139-70140, 70142-70300, 71001-71220, 71301-71304.
204 Airslide Cars	LO	4,180 cu. ft.	DRGW 15971-15974, 15976-15987, GACX 46512, 46536-46590, 46680-46699, 47215, 47217-47220, 47222-47272, 47274-47311, MILW 109950-109957, WM 5558-5567.
20 Damage Free Cars	RBL	4,972 cu. ft.	GARX 55550-55569.
15 Stock Cars	SF	8,055 cu. ft.	GASX 100000-100004, 100030-100039.
<u>2,998</u>			